

CITY OF HUNTSVILLE, TEXAS

Mac Woodward, Mayor

Keith D. Olson, Position 4, Mayor Pro Tem
Andy Brauning, Position 1
Lydia Montgomery, Position 2
Don H. Johnson, Position 3



Joe Emmett, Ward 1
Tish Humphrey, Ward 2
Ronald Allen, Ward 3
Joe Rodriguez, Ward 4

HUNTSVILLE CITY COUNCIL MEETING AGENDA TUESDAY, OCTOBER 14, 2014 4:00 P.M. WORKSHOPS - 6:00 P.M. MEETING

COUNCIL CHAMBERS AND LARGE CONFERENCE ROOM HUNTSVILLE CITY HALL, 1212 AVENUE M, HUNTSVILLE, TEXAS 77340

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the City Secretary's office (936.291.5403), two working days prior to the meeting for appropriate arrangements.

WORKSHOPS [4:00 P.M.]

- a. Presentation and discussion on the City's various funds and Unallocated Reserves. [Matt Benoit, City Manager]
- b. Texas Municipal League Annual Conference (TML) feedback and sharing. [City Council]

MAIN SESSION [6:00 P.M.]

1. CALL TO ORDER

2. INVOCATION AND PLEDGES

U.S. Flag

Texas Flag: Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.

3. PRESENTATIONS AND PROCLAMATIONS

- Sheila Cannon, Coordinator, United Way of Montgomery County, to present 2014-15 local funding information

4. CONSENT AGENDA

Public Comments will be called for by the presiding officer before action is taken on these items. *(Approval of Consent Agenda authorizes the City Manager to implement each item in accordance with staff recommendations. An item may be removed from the Consent Agenda and added to the Statutory Agenda for full discussion by request of a member of Council.)*

- a. Approve the minutes of the City Council Regular Session held on October 7, 2014. [Lee Woodward, City Secretary]
- b. Consider authorizing the City Manager to accept funding from the Texas Department of Public Safety for a 2014 Homeland Security Grant in the amount of \$60,000.00. [Dr. Sherry McKibben, Neighborhood Resources Director]
- c. Consider authorizing the City Manager to accept the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program award. [Dr. Sherry McKibben, Neighborhood Resources Director]
- d. Consider entering into a Memorandum of Understanding (MOU) with Walker County for the Texas Community Development Block Grant Program/2011 Disaster Recovery Fund: Texas Wildfires Grant. [Dr. Sherry McKibben, Neighborhood Resources Director]
- e. Consider the award of a fiber installation project to Maverick Communications for the installation of fiber and conduit from Raven Nest Golf Club to Fire Station #1 and approval of Ordinance 2015-01 for budget amendment for same. [Chris Vasquez, IT Director]
- f. Consider purchase of hardware and services for an upgrade to the City's data and server storage infrastructure. [Chris Vasquez, IT Director]
- g. Consider renewal of annual contracts for phone and data services. [Chris Vasquez, IT Director]

5. STATUTORY AGENDA

- a. *Presentation, public comment, discussion, and possible action* to adopt Resolution 2015-02, authorizing the City Manager to enter into a Tender Agreement with Continental Casualty Company to fulfill the Performance Bond requirements of the Construction Contract between Legends Landscape, LLC and the City of Huntsville on Safe Routes to School (SRTS) Project 09-01-01, awarding the construction contract to Encino Landscape, LLC to complete the SRTS project construction, adopting Ordinance 2015-02 for the budget amendment for the same, and suspending the Rules of Procedure requiring a second reading. [Y. S. "Ram" Ramachandra, City Engineer]

6. MAYOR/CITY COUNCIL/CITY MANAGER AND CITY ATTORNEY REPORT

- a. City Manager's Report
 1. Updates on City construction, grants, studies, City projects, City purchases, and economic development.

7. REQUESTS FOR CITIZEN PARTICIPATION

No requests were received by noon on Tuesday, October 7, 2014.

8. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

9. ITEMS OF COMMUNITY INTEREST

(Hear announcements concerning items of community interest from the Mayor, Councilmembers, and City staff for which no action will be discussed or taken.)

10. EXECUTIVE SESSION

- a. City Council will convene in closed session as authorized by Texas Government Code Chapter 551, Section 551.074 - personnel matters regarding the evaluation and job duties of City Manager Matt Benoit. [Mayor Woodward]

11. RECONVENE

- a. Take action, if necessary, on items addressed during Executive Session, including approval of an amendment to the contract for the City Manager.

12. ADJOURNMENT

*If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Sections: 551.071 - consultation with counsel on legal matters; 551.072 - deliberation regarding purchase, exchange, lease or value of real property; 551.073 - deliberation regarding a prospective gift; 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; 551.076 - implementation of security personnel or devices; 551.087 - deliberation regarding economic development negotiation; and/or other matters as authorized under the Texas Government Code. If a Closed or Executive session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

CERTIFICATE

I, Lee Woodward, City Secretary, do hereby certify that a copy of the October 14, 2014 City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.huntsvilletx.gov, in compliance with Chapter 551, Texas Government Code.

DATE OF POSTING: _____

TIME OF POSTING: _____ am/pm

TAKEN DOWN: _____ am/pm

Lee Woodward, City Secretary

MINUTES FROM THE HUNTSVILLE CITY COUNCIL MEETING HELD ON THE 4TH DAY OF OCTOBER 2014, IN THE CITY HALL, LOCATED AT 1212 AVENUE M IN THE CITY OF HUNTSVILLE, COUNTY OF WALKER, TEXAS, AT 4:00 P.M.

The Council met in a regular session with the following:

COUNCILMEMBERS PRESENT: Mac Woodward, Andy Brauninger, Lydia Montgomery, Don H. Johnson, Keith D. Olson, Joe Emmett, Tish Humphrey, Ronald Allen, Joe P. Rodriguez

COUNCILMEMBERS ABSENT: None

OFFICERS PRESENT: Matt Benoit, City Manager, Leonard Schneider, City Attorney, Lee Woodward, City Secretary

EXECUTIVE SESSIONS [4:00 P.M.]

1. EXECUTIVE SESSION

Public Comments will be called for by the presiding officer before action is taken on these items.

- a. City Council will convene in closed session as authorized by Texas Government Code, Section 551.071– to receive legal advice concerning economic development negotiations and 551.087 – deliberation regarding economic development negotiation on project Abby. [Matt Benoit, City Manager, and Aron Kulhavy, Director of Community and Economic Development]
- b. City Council will convene in closed session as authorized by Texas Government Code 551.071 - to receive legal advice on the lawsuit of Carter and Smith vs. City of Huntsville. [Leonard Schneider, City Attorney]

Mayor Woodward adjourned the Council into Executive Session at 4:02 p.m.

2. RECONVENE

- a. Take action, if necessary, on items addressed during Executive Session.

Mayor Woodward reconvened the meeting at 4:50 p.m. No action was taken.

MAIN SESSION [5:00 P.M.]

- 3. CALL TO ORDER** – Mayor Woodward called the meeting to order at 5:00 p.m.

- 4. INVOCATION AND PLEDGES** – Councilmember Joe Rodriguez gave an invocation and Kali Garcia of the YMCA led the pledges.

5. PRESENTATIONS AND PROCLAMATIONS

- a. Proclamation to SAAFE House representatives for Domestic Violence Awareness Month.
- b. Presentation of the 2014 City U. participants.

6. CONSENT AGENDA

Public Comments will be called for by the presiding officer before action is taken on these items. *(Approval of Consent Agenda authorizes the City Manager to implement each item in accordance with staff recommendations. An item may be removed from the Consent Agenda and added to the Statutory Agenda for full discussion by request of a member of Council.)*

- a. Approve the minutes of the City Council Regular Session held on September 16, 2014. [Lee Woodward, City Secretary]
- b. Consider authorizing the City Manager to accept the Emergency Management Performance Grant (EMPG). [Dr. Sherry McKibben, Neighborhood Resources Director]
- c. Consider adoption of Resolution 2015-01 establishing changes to the City's health plan effective January 1, 2015. [Julie O'Connell, Human Resources Director]

Councilmember Olson moved to approve the consent agenda and was seconded by Councilmember Montgomery. Councilmember Brauninger pulled item c. The motion passed unanimously, 9-0.

Councilmember Humphrey moved to adopt of Resolution 2015-01 establishing changes to the City's health plan effective January 1, 2015 and was seconded by Councilmember Johnson. The motion passed unanimously, 9-0.

7. STATUTORY AGENDA

- a. **FIRST READING - Presentation, discussion, public comment, and possible action** to consider the award of bid for Smith Hill Road 12" Waterline Replacement and Extension Project Construction (Project #10-10-26), first reading. [Y. S. "Ram" Ramachandra, City Engineer]

Councilmember Allen moved to consider the award of bid to 5-T Utilities, Inc. for Smith Hill Road 12" Waterline Replacement and Extension Project Construction (Project #10-10-26) and was seconded by Councilmember Olson. Councilmember Allen moved to suspend the Rules of Procedure for a second reading and was seconded by Councilmember Olson. The motion to waive passed unanimously, 9-0. Councilmember Humphrey thanked the staff for the preparation of the agenda item and inclusions of their work in the agenda packet. The main motion passed unanimously, 9-0.

8. MAYOR/CITY COUNCIL/CITY MANAGER AND CITY ATTORNEY REPORT

- a. **Presentation, public comment, discussion, and possible action** to appoint Heike Ness to the Youth Advisory

Board. [Mayor Woodward]

Mayor Woodward moved his nomination of Heike Ness to an open position on the Youth Advisory Board. The motion passed unanimously, 9-0.

b. City Manager's Report

1. Updates on City construction, grants, studies, City projects, City purchases, and economic development.

There was no report.

9. REQUESTS FOR CITIZEN PARTICIPATION

No requests were received by noon on Tuesday, September 30, 2014.

10. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

There were no media inquiries.

11. ITEMS OF COMMUNITY INTEREST

(Hear announcements concerning items of community interest from the Mayor, Councilmembers, and City staff for which no action will be discussed or taken.)

Mayor Woodward made the following announcements:

- The SHSU Homecoming Parade will be held this Thursday, Oct. 9, beginning at 6:30 p.m.
- Faith Lutheran Church will hold their annual Oktoberfest on October 11, beginning at 3 p.m., and the public is invited to attend. German dinners and beverages will be available for purchase and there will be a hot polka band!
- The City Council will hold a Special Session next Tuesday evening, October 14. Start time for workshops will be determined and posted, and the meeting itself will begin at 6 p.m.
- The SHSU Global Center for Democracy and Justice is presenting Shyima Hall, an Egyptian woman formerly enslaved in California, at the Gaertner Performing Arts Center on October 14 at 5 p.m. More information is available at www.shsu.edu.
- PraiseFest 1st annual Gospel Extravaganza will be held at Eastham-Thomason Park on October 18 beginning at 11 a.m.
- The State of the City address will be on October 21 at the Walker County Storm Shelter on Highway 75 North (across from the City Service Center), from 5:30-7:30.
- The YMCA's Big Muddy, to be held at General Sam's Off-Road Park on Bishop Road (on Highway 75 North), will be October 25. Registration is from 7-8:30 and the race starts at 9 a.m. and also benefits the Huntsville Memorial Hospital auxiliary.
- The Able Company 1st Airborne 143rd Infantry Regiment invites the public to their ribbon cutting for their armory on October 25th at 9 a.m. The event will be at their facility at 2702 Sam Houston Avenue just past Montgomery Road (NOT the one on Veteran's Memorial).
- Later that day, the Sam Houston Statue will celebrate its 20th anniversary from noon-3 p.m., with the program beginning at 12:30 p.m.
- Senior Center of Walker County will hold a rummage sale on October 31 & November 1, from 8-2, at their location on 340 State Hwy 75 North. Donations will be accepted until October 17, and all proceeds go back to the Senior Center of Walker County. For more information contact Kasie at 295-6151.
- The first Tuesday of November is election night, this year November 4. We have cancelled the November 4 City Council meeting, although City Hall will be open for election returns. We will hold a City Council meeting on the second regular meeting date in November, which will be November 18.
- Early voting for the election will be held from October 20-31. Please contact the City Secretary at 936-291-5403 for details or see the Elections page on the City web site at www.huntsvilletx.gov.
- The SHSU Art Department will hold their first gala to celebrate the arts this Thursday evening at the Gaertner Performing Arts Center and will honor Wynne Home Coordinator Linda Pease for her many years of promoting the arts in the community along with Professor Emeritus Charles Jones.

Councilmember Humphrey announced that the City's IT Department had now enabled all video on the City web site to be downloaded by the public. She added that the Department had also established a public portal known as <http://laser.fish/> to allow access to a portion of the City's digitized records such as minutes, contracts, ordinances, and others. Councilmember Humphrey reminded all that SHSU would play McNeese State this Saturday and also relayed how well-attended the October 4 Fair on the Square was. Jerry DeWitt reminded the Mayor there was free food available at Target with the National Night Out events.

12. ADJOURNMENT

Mayor Woodward adjourned the meeting at 5:35 p.m.

Respectfully submitted,
Lee Woodward, City Secretary



CITY COUNCIL AGENDA

10/14/2014

Agenda Item: 4b

Item/Subject: Consider authorizing the City Manager to accept funding from the Texas Department of Public Safety for a 2014 Homeland Security Grant in the amount of \$60,000.00.

Initiating Department/Presenter: Neighborhood Resources

Presenter: Sherry McKibben, Director

Recommended Motion: Move to authorize the City Manager to accept funding from the Texas Department of Public Safety for a 2014 Homeland Security Grant in the amount of \$60,000.00.

Strategic Initiative: Goal #8 - Public Safety - Provide safety and security for all citizens.

Discussion: The Police and Fire communications system operates from radio towers that are owned by Harris County but located in Walker County. The City entered into this agreement with multiple regional agencies after 9/11 in order to facilitate communications in the event of terrorist attacks or other disasters. Harris County is upgrading this inter-operational communication system because the FCC mandates that devices such as radios and phones utilize less airwave space to allow more users "in the air." This upgrade is scheduled to be completed by 2016. The results of these upgrades are that the current radios and radio systems will not function once this upgrade is complete and they need to be updated/upgraded to meet the new standards. The City's Police and Fire Departments use this system to communicate with each other and other public safety agencies.

The City currently has 55 Police Officers, 16 paid Firefighters, and 30 volunteer Firefighters who carry radios. Additionally, City Directors and Supervisors utilize the radios in emergency situations. City staff is using proactive steps to fund part of the radios needed before the upgrade is complete.

In February of 2013, the City applied to the Houston-Galveston Area Council and the State Criminal Justice Division of the Governor's Office for funding of \$123,214.00 for 26 radios but did not receive this grant. The City Council then approved applying for Homeland Security Grant in May 7, 2013 for \$131,214.00 and the City was awarded and accepted \$65,000.00 on October 15, 2013. Staff received quotes and was able to negotiate for 21 of the needed radios with the approved budget. Council approved awarding the contract to Motorola for the 21 radios on November 19, 2013 and the City has since received the 21 radios.

In January 2014, the City applied to the General Land Office, Wildfire Mitigation Grant, for 40 radios, chargers, and batteries for a total of \$140,000.00. This grant is earmarked for 36 firefighters. This application has been combined with the County's grant and the City has been informed that this funding will be awarded for radios for the Firefighters soon, which will give the City 36 radios for the Fire Department if the City Council chooses to accept the award and enter into a Memorandum of Understanding with the County.

In March 2014, Council approved the application for the award under consideration which requested

funding for 25 radios for a total of \$77,500.00, but the City has been awarded only \$60,000.00 to purchase 20 radios. The City budgeted for this grant in the 2014-15 Fiscal Year. This will result in a total of 41 radios from Homeland Security in the last two grant cycle. These radios are for the Police Department.

Additionally, the City has been awarded the JAG 2014 grant that has 2 additional radios requested for the Police Department and a pending Wild Fire Mitigation grant from the GLO for radios for the Fire Department. If Council approves these awards, the final tally will include:

21 from 2013 Homeland Security Grant
20 from 2014 Homeland Security Grant (Pending Council Approval of this Agenda Item)
2 from 2014 JAG Grant (pending Council Approval of Agenda Item 4c)
43 radios for the Police Department for 55 officers

36 from General Land Office, Wildfire Mitigation Grant (pending Council Approval of Agenda Item 4d)
36 radios for the Fire Department for 46 firefighters.

Previous Council Action: On March 4, 2014, the City Council authorized submission of a grant application to the Houston-Galveston Area Council.

Financial Implications:

☐ There is no financial impact associated with this item.

☒ Item is budgeted: 614-559-57475 In the amount of \$ 60,000.00 – grant funds There is not a City Match



☐ Item is not budgeted:

☐ Item is estimated to generate additional revenue:

Approvals: ☒ City Attorney ☒ Director of Finance ☒ City Manager

Associated Information:

- Award (Pages 3-20)

	Texas Department of Public Safety		
	2014 Sub-Recipient Award for City of Huntsville		
1. General Award Information		Reference/Encumbrance No:	
Date of Award: September 16, 2014		Prepared By: Lara, Pete H.	3. SAA Award Number: 14-SR 35528-01
4. Sub-Recipient Name and Address		5. Federal Grant Information	
Mayor Mac Woodward City of Huntsville 1212 Ave. M Huntsville, TX 77340		Federal Grant Title: Homeland Security Grant Program (HSGP) State Homeland Security Program (SHSP)	
		Federal Grant Award Number: EMW-2014-SS-00029	
		Federal Granting Agency: U.S. Department of Homeland Security(DHS) Federal Emergency Management Agency (FEMA)	
		Date Federal Grant Awarded to TxDPS: August 6, 2014	
		CFDA: 97.067	
6. Award Amount and Grant Breakdowns			
SHSP LETPA \$60,000.00		Grant Period:	
		From: Sep 1, 2014	To: Jan 31, 2016
(The SAA must receive all invoices by the end of grant period)			
7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2014, (Public Law 113-76), and The Homeland Security Act of 2002 as amended (Public Law 107-296), (6 U.S.C. § 603).			
8. Method of Payment: Primary method is reimbursement.			
9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors and principals are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/			
10. Agency Approvals			
Approving TxDPS Official: Garry Jones Deputy Assistant Director Texas Homeland Security State Administrative Agency Texas Department of Public Safety		Signature of TxDPS Official: 	
11. Sub-Recipient Acceptance			
I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.			
Print name and title of Authorized Sub-Recipient Official:		Signature of Sub-Recipient Official:	
Enter Employer Identification Number (EIN) or Federal Tax Identification Number:		DUNS Number:	Date Signed :
DUE DATE: October 31, 2014 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.			

2014 TERMS AND CONDITIONS

Instructions:

The Sub-recipient shall:

1. Fill in the information and sign the Grant Sub-Recipient Award;
2. Certify they have read and understand these Terms and Conditions;
3. Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits, and
4. Return all documents via email to SAA_SRA@dps.texas.gov on or before the date provided in the transmittal letter and/or in this Grant.

1. Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2014 Grant Sub-recipient Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2014 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2014 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NPG. NSGP provides funding support statutorily eligible costs to include target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

Sub-recipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/THSSAA. If Sub-recipient issues subawards as part of this Grant project, Sub-recipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Sub-recipient agreement funds" as used in this Grant means funds provided by DPS/THSSAA under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Sub-recipient's funds" or match funds as used in this Grant means funds provided by the Sub-recipient.

2. Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2014 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2014 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2014 Funding Opportunity Announcement as binding.

A. **Standard of Performance.** Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which are approved by DPS/THSSAA. Any change to a project shall receive prior written approval by the appropriate local, regional and state-level grant administrator(s). Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certifications, hereinafter referred to as "Exhibit C"
4. State of Texas Assurances, hereinafter referred to as "Exhibit D"

B. **Failure to Perform.** In the event Sub-recipient fails to implement the project(s) entered and approved in the DPS/THSSAA web-based grants management system, or comply with any provision of this Grant, Sub-recipient shall be liable to DPS/THSSAA for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

3. Environmental Review

Sub-recipient shall assess its federally funded projects for potential impact to environmental resources and historic properties. Sub-recipient shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/THSSAA. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Sub-recipient shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's

Page 2 Of 19

EHP review will result in a non-compliance finding and DPS/THSSAA will not authorize or release Grant funds for non-compliant projects.

Sub-recipient, as soon as possible upon receiving this Grant, shall provide information to DPS/THSSAA to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Sub-recipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Sub-recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings. Sub-recipient shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, Sub-recipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Sub-recipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

4. Funding Obligations

- A. DPS/THSSAA shall not be liable to Sub-recipient for any costs incurred by Sub-recipient that are not allowable costs.
- B. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/THSSAA under this Grant shall not exceed the Total Award Amount listed on the Grant Sub-recipient Award.
- C. Sub-recipient shall contribute the match funds listed on the Grant Sub-recipient Award.
- D. Sub-recipient shall refund to DPS/THSSAA any sum of these Grant funds that has been determined by DPS/THSSAA to be an overpayment to Sub-recipient or that DPS/THSSAA determines has not been spent by Sub-recipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) calendar days after DPS/THSSAA requests such refund.
- E. Notwithstanding any other provisions, the Parties hereto understand and agree that DPS/THSSAA's obligations under this Grant are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by the Homeland Security Grant Program (HSGP). DPS/THSSAA shall not be liable to Sub-recipient for costs which exceed the amount specified in this Grant.

5. Performance Period

The performance period for this Grant is listed on the Grant Sub-Recipient Award. All goods and services shall be received within the performance period AND all reimbursement requests shall be submitted to DPS/THSSAA within the performance period. Sub-recipient shall have expended all Grant funds and submitted reimbursement requests and any invoices in the DPS/THSSAA grant management system by the end of the performance period. DPS/THSSAA shall not be obligated to reimburse expenses incurred or submitted after the performance period.

6. Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this Grant, Sub-recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below.

A. Administrative Requirements

- 1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (the A-102 Common Rule);
- 2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).
- 3. 44 C.F.R. Part 10, Environmental Considerations

B. Cost Principles

- 1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2. 2 C.F.R. Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- 4. 48 C.F.R. Subpart 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

D. Grant Guidance (Funding Opportunity Announcement)

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2014 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf and the Nonprofit Security Grant Program (NSGP), http://www.fema.gov/media-library-data/1396016700388-1b23d813b8df0d8eab995c8f27c1ac3e/FY_2014_NSGP_FOA_Final_Revised.pdf.

7. DHS Specific Acknowledgements and Assurances

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 14, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards: <http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf>.

Sub-recipient acknowledges and agrees, and shall require any sub-recipients, subawardees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS.
2. Sub-recipient shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to this Grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Sub-recipient shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Sub-recipient shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three (3) years, Sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Sub-recipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Sub-recipient, or Sub-recipient settles a case or matter alleging such discrimination, Sub-recipient shall forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

8. Operation Stonegarden (OPSG) Specific Conditions

If Sub-recipient is receiving Operation Stonegarden (OPSG) funds, Sub-recipient is prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to DPS/THSSAA and CBP/BP HQ in Washington, D.C.

1. Sub-recipient shall develop and submit required operational documents through the border area's Integrated Planning Team.
2. Sub-recipient shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout Sub-recipient's Grant performance period.
3. If Sub-recipient intends to spend more than 50 percent of its award on overtime over the course of the performance period, a request for an overtime waiver shall be submitted through the Integrated Planning Team.
4. Sub-recipient shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
5. Sub-recipient shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and the DPS/THSSAA has issued a Grant Sub-recipient Award or Grant Adjustment Notice (GAN) to the jurisdiction.

9. State Requirements for Grants

Sub-recipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, State Administrative Agency Information Bulletins, available at http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm, Texas Uniform Grants Management Standards (UGMS) at <http://www.window.state.tx.us/procurement/catrad/ugms.pdf> and the State Administrative Agency Sub-recipient Manual, available at http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf. Sub-recipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant, and the approved application.

Sub-recipient shall comply with the State of Texas General Appropriations Act, Art. IX, Part 4, as follows:

1. Grant funds may not be expended for this Grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting this Grant is in compliance with all rules developed by the Texas Commission on Law Enforcement (COLE) or TCOLE certifies that the requesting agency is in the process of achieving compliance with such rules.
2. Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
3. Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:
 - a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
 - b. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office; influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
 - c. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Sub-recipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
 - d. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Sub-recipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
 - e. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Sub-recipient timely completes and files its reports.

10. Restrictions and General Conditions

- A. **Use of Funds.** DHS Grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
- B. **Lobbying Prohibited.** No funds shall be expended by Sub-Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, or cooperative agreement. These lobbying prohibitions may be found at 31 U.S.C. §1352. Further, Sub-Recipient understands and agrees that it shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of FEMA.
- C. **Transferring Funds.** Sub-recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) without a properly executed GAN.
- D. **Federal Employee Prohibition.** Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
- E. **Cost Categories.** There may be limitations on the use of HSGP and/or NSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2014 HSGP or NSGP FOA, Appendix C, Funding Guidelines.
 1. Management and Administration
 2. Planning
 3. Organization
 4. Equipment
 5. Training
 6. Exercises
 7. Maintenance and Sustainment
 8. Critical Emergency Supplies
 9. Construction and Renovation
- F. **Governing Board Approval.** In cases where local funding is established by a Council of Government (COG) or an Urban Area Security Initiative (UASI) governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.

G. **Notices.** All notices or communications required or permitted to be given by either Party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Lone Star, to the other Party at its respective address. For notice to DPS/THSSAA see address set forth below. For Sub-recipient, see the address listed on the Grant Sub-Recipient Award page or Point of Contact address listed for the Sub-recipient in the DPS/THSSAA Grants Management System (SPARS).

DPS/THSSAA Contact Information	
Deputy Assistant Director	
Texas Homeland Security State Admin. Agency	
Texas Department of Public Safety	
P.O. Box 4087	
Austin, TX 78773-0220	

H. **Points of Contacts.** Within 30 calendar days of any change, Sub-recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

I. **DUNS Number.** Sub-recipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>.

J. **Central Contractor Registration and Universal Identifier Requirements.** Sub-recipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov, or other federally established site for contractor registration, and entered DPS/THSSAA-required information. Sub-recipient shall keep current, and then review and update the information at least annually. Sub-recipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Sub-recipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

K. **Indirect Cost Allocation Plan.** Sub-recipient shall submit its most recently approved Indirect Cost Allocation Plan signed by Cognizant Agency to DPS/THSSAA within 30 calendar days of the approval. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 C.F.R. Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies at <http://harvester.census.gov/sac/dissemin/asp/reports.asp>. Unless the basis of the cost plan changes, Sub-recipient only needs to forward the annual Indirect Cost Rate approval letter to DPS/THSSAA within 30 calendar days after approval by the Cognizant Agency. The approved Indirect Cost Plans and approval letters shall be emailed to SAA_RR@dps.texas.gov. The Sub-recipient name shall be included in the file name and subject line of the email transmittal.

L. **Reporting Total Compensation of Sub-recipient Executives.** 2 C.F.R. §170.320; see FEMA Information Bulletin 350.

1. **Applicability and what to report:** Sub-recipient shall report whether Sub-recipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320. Sub-recipient shall report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient shall report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. **Where and when to report:** Sub-recipient shall report executive total compensation at www.sam.gov, or other federally established replacement site. By signing this Grant, Sub-recipient certifies that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

M. **Direct Deposit.** If Sub-recipient has not received HSGP or NSGP reimbursements from DPS/THSSAA within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/THSSAA. Completed direct deposit forms from Sub-recipient shall be emailed to SAA_RR@dps.texas.gov. The email subject line and attachment name shall include the jurisdiction name and identify the document attached (i.e. "Sample County DD form"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>. Sub-recipient may simultaneously sign up for the Advance Payment Notification (APN) email feature which provides State of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to its financial institution. After receiving an APN, a payee may securely access its payment details online.

N. **Procurements.** Sub-recipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 44 C.F.R. §13.36.

O. **Contract Provisions.** All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 44 C.F.R. §13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

P. **No Contracts with Debarred or Suspended Parties.** Prior to contracting with any vendor or subawardee using funds awarded under this Grant, Sub-recipient shall determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and shall confirm the vendor/subawardee does not have any active "Exclusions" by reviewing the vendor/subawardee entity information at <https://www.sam.gov/portal/public/SAM/>.

Q. **Management and Administration.** If this Grant includes a specific award of funds to Sub-recipient for management and administration (M&A), Sub-recipient shall comply with all applicable requirements and limitations with respect to M&A. For additional information on M&A, refer to Information Bulletin 365 located at <http://www.fema.gov/grants/grant-programs-directorate-information-bulletins>.

R. **Personnel Cap.** Up to fifty percent (50%) of all HSGP awards received by Sub-recipient may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, use of HSGP funding to pay for staff and/or contractor regular time or

Page 6 Of 19

overtime/backfill, among other items, are considered personnel-related costs. Sub-recipient may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to DPS/THSSAA at SAAG@dps.texas.gov. Requests for waivers shall be submitted on official Sub-recipient letterhead and be signed by an authorized official of Sub-recipient. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

S. Property Management and Inventory. At least every two (2) years, Sub-recipient shall take a physical inventory and shall reconcile the results with property records. Sub-recipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. (See sample equipment inventory record format at http://www.txdps.state.tx.us/director_staff/saa/audit_and_compliance.htm) Sub-recipient shall develop and implement a control system to prevent loss, damage or theft of property and Sub-recipient shall investigate and document any loss, damage or theft of property funded under this Grant.

T. Publications. All publications produced as a result of funding under this Grant, which are submitted for publication in any magazine, journal, or trade paper, shall include the following statement: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

U. Acknowledgement of Federal Funding from DHS. Sub-recipient shall comply with requirements to acknowledge use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

V. Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. Sub-recipient shall obtain DHS, DPS, or DPS/THSSAA's prior written approval before using any of these agencies' seal(s), logos, crests or reproductions of flags or likenesses of agency officials. Funding of this Grant does not equate to endorsement of use of funding agencies' seals, logos, crests, etc., including use of the United States Coast Guard seal, logo, crests, or reproductions of flags or likenesses of Coast Guard officials.

W. Copyright. Sub-recipient shall comply with requirements regarding publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Grant, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Sub-recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Sub-recipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under this Grant.

Further, Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. Sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from or are purchased with this funding.

X. Quarterly Performance Reports. Sub-recipient shall submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Reports are entered into the grants management system. Performance reports are due by the twentieth (20th) calendar day after the end of each calendar quarter: January 20, April 20, July 20 and October 20; or as otherwise specified or required by DPS/THSSAA. DPS/THSSAA may require other reports or different timelines to meet federal reporting dates or to respond to information requests. Failure to timely complete a performance report will result in Sub-recipient being unable to request additional reimbursements/advances and may affect future funding.

Y. Site Visits. DHS and/or DPS/THSSAA, through its authorized representatives, have the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Sub-recipient or a contractor under this Grant, Sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Z. Limited English Proficiency (Civil Rights Act of 1964, Title VI). Sub-recipient shall comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients of federal financial assistance, assisting such organizations and entities in understanding their language access obligations. DHS published the required guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient of federal financial assistance can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

AA. Protection of Human Subjects. Sub-recipient shall comply with the requirements of the Federal regulations at 45 C.F.R. Part 46, which requires that Sub-recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Sub-recipient shall comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 C.F.R. Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 C.F.R. Part 46.

BB. National Flood Insurance Act of 1968. Sub-recipient shall comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 C.F.R. Part 63.

CC. USA Patriot Act of 2001. Sub-recipient shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery systems of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

DD. Fly America Act of 1974. Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and the interpretive guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.

EE. Activities Conducted Abroad. Sub-recipient shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

FF. Trafficking Victims Protection Act of 2000. All recipients of financial assistance shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient: (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect; or (c) uses forced labor in the performance of the award or subawards under the award.

DPS/THSSAA is authorized to terminate this Grant, without penalty, if the above condition is violated. Sub-recipient shall include this condition in any subawards or contracts it makes as a result of this Grant. Full text of the award term is provided at 2 C.F.R. §175.15.

GG. Americans with Disabilities Act of 1990. Sub-recipient shall comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. 42 U.S.C. §§ 12101-12213.

HH. Public Dissemination of Sensitive Information. Sub-recipient shall notify DPS/THSSAA of any workshops, conferences, seminars or other public venues at least one hundred (100) calendar days before presenting any potentially sensitive information regarding this project. No sensitive information may be presented by Sub-recipients' personnel without DPS/THSSAA and the DHS Grants Officer's review and prior written approval.

II. Security Concerns/Violations. Sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) calendar days of Sub-recipient being made aware of any security concerns with individuals having access to government facilities or sensitive information. In the event that sensitive information is divulged in violation of Sub-recipient's security procedures, Sub-recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

JJ. SAFECOM. Sub-recipient shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications for awards under this Grant that provide emergency communication equipment and its related activities.

KK. Best Practices for Collection and Use of Personally Identifiable Information (PII). Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf.

LL. Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

MM. False Claims Act and Program Fraud Civil Remedies. Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

NN. Duplication of Benefits. State, Local and Tribal Sub-recipients shall comply with 2 C.F.R. Part §225, Appendix A, Paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

OO. Debarment and Suspension. Sub-recipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

PP. Non-Supplanting Requirement. Sub-recipient shall not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources for programs that prohibit supplanting by law. Where federal statutes for a particular program prohibit supplanting, Sub-recipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

11. Other Requirements

A. During the performance period of this Grant, Sub-recipient, counties, cities, towns, and Indian tribes shall maintain an Emergency

Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in Sub-recipient's plan, Sub-recipient shall correct deficiencies within 60 calendar days of receiving notice of such deficiencies from TDEM.

B. Projects identified and approved in the DPS/THSSAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of this Grant. Sub-recipient shall submit project plans, milestones, outputs/outcomes, narratives and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this Grant. Sub-recipient shall enter appropriate project milestones into the DPS/THSSAA web-based grants management system within 60 days after award or by the deadline established by DPS/THSSAA, whichever is sooner. Sub-recipient shall report on project status and accomplishments (milestones and outputs/outcomes) in the format(s) and timeframes as required by DPS/THSSAA.

C. During the performance period of this Grant, Sub-recipient shall:

1. Participate in a legally-adopted county and/or regional mutual aid agreement.

2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at <http://www.fema.gov/national-incident-management-system>.

3. Be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and shall identify, resource type, and credential all major deployable resources such as vehicles and trailers, equipment costing \$5,000 or more, and specialized teams/response units equipped and/or trained using Grant funds (i.e., hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make Grant funded resources available to other jurisdictions through mutual aid <http://www.fema.gov/emergency/nims/ResourceMgmt.shtm#item3>.

12. Monitoring

Sub-recipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/THSSAA, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Sub-recipient's compliance with this Grant and of the adequacy and timeliness of Sub-recipient's performance pursuant to this Grant. After each monitoring visit, DPS/THSSAA shall provide Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Sub-recipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Sub-recipient. Failure by Sub-recipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

13. Audit

A. Audit of Federal and State Funds. Sub-recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26).

B. Sub-recipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.

C. Right to Audit. Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Sub-recipient shall permit DPS/THSSAA or its authorized representative to audit Sub-recipient's records. Sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

D. Sub-recipient's Liability for Disallowed Costs. Sub-recipient understands and agrees that it shall be liable to DPS/THSSAA for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Sub-recipient further understands and agrees that reimbursement to DPS/THSSAA of such disallowed costs shall be paid by Sub-recipient from funds that were not provided or otherwise made available to Sub-recipient pursuant to this Grant or any other federal contract.

E. Sub-recipient's Facilitation of Audit. Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/THSSAA may require of Sub-recipient. Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

F. State Auditor's Clause. Sub-recipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Sub-recipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Sub-recipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Sub-recipient relating to this Grant.

14. Retention and Accessibility of Records

A. Retention of Records. Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB Circular, 44 C.F.R. Section 13.42, UGMS § 42, and this Grant. Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct Sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

B. Access to Records. Sub-recipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Sub-recipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Sub-recipient. Sub-recipient shall maintain such records in an accessible location and provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code, Chapter 552.

C. Inclusion in Subcontracts. Sub-recipient shall include the substance of this in all subcontracts.

D. After Action Reporting. Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action reports and certificates of completion for all training and exercises paid for by this Grant.

15. Legal Authority

A. Signatory Authority. Sub-recipient assures and guarantees that Sub-recipient possesses the legal authority to enter into this Grant, receive Grant funds and to perform the project Sub-recipient has obligated itself to perform pursuant to this Grant.

B. Authorized Representative. The person or persons signing and executing this Grant on Sub-recipient's behalf do warrant and guarantee that he/she has been duly authorized by Sub-recipient to execute this Grant on Sub-recipient's behalf and to validly and legally bind Sub-recipient to all terms and conditions and performance obligations.

C. Conflicts in Requirements. If conflict exists between federal, state, or local requirements, Sub-recipient shall comply with the strictest requirement.

16. Notice of Litigation and Claims

Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action or claim, including any proceeding before an administrative agency, filed against Sub-recipient arising out of performance of this Grant. Except as otherwise directed by DPS/THSSAA, Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by Sub-recipient with respect to such action or claim.

17. No Liability for Employees and Officers

DPS/THSSAA shall have no liability whatsoever for the actions or omissions of an individual employed or contracted by Sub-recipient, regardless of where the individual's actions or omissions occurred.

18. Non-Waiver of Defaults

Any failure of DPS/THSSAA, at any time, to enforce or require the strict keeping and performance of any provision of this Grant shall not constitute a waiver of such provision, and shall not affect or impair same or the right of DPS/THSSAA at any time to avail itself of same. A waiver does not become effective unless DPS/THSSAA expressly agrees to such waiver in writing. Any payment by DPS/THSSAA shall not constitute a waiver or otherwise impair or prejudice any right, power, privilege, or remedy available to DPS/THSSAA to enforce its rights, as such rights, powers, privileges, and remedies are specifically preserved.

19. Changes and Amendments

A. Modification. FEMA or DPS/THSSAA may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Sub-recipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

B. Written Amendment. Alterations, additions or deletions to this Grant, such as changes to period of performance and award amounts, shall be made through an executed Grant Adjustment Notice (GAN).

C. Authority to Amend. During the period of performance for this Grant, DPS/THSSAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Grant's performance requirements. Such policy directives shall be promulgated by DPS/THSSAA or FEMA in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of modifying this Grant and shall be binding upon Sub-recipient as if written in this Grant.

D. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws or regulations are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/THSSAA determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Sub-recipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Sub-recipient's acceptance of the changes to this Grant.

20. Headings

Headings and captions of this Grant are only for convenience and reference. These headings and captions shall not affect or modify the terms and conditions or be used to interpret or assist in the construction of this Grant.

21. Venue

Venue shall lie in Travis County, Texas, and this Grant is governed by the laws of the State of Texas.

22. Suspension

In the event Sub-recipient fails to comply with any term of this Grant, DPS/THSSAA may, upon written notification to Sub-recipient, suspend this Grant, in whole or in part, withhold payments to Sub-recipient and prohibit Sub-recipient from incurring additional obligations of this Grant's funds.

23. Termination

DPS/THSSAA shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/THSSAA determines that Sub-recipient has failed to comply with any term of this Grant. DPS/THSSAA shall provide written notice of the termination and include:

1. The reason(s) for such termination;
2. The effective date of such termination; and
3. In the case of partial termination, the portion of this Grant to be terminated.

Appeal may be made to the Deputy Director of Homeland Security, Texas Department of Public Safety.

24. Enforcement

If Sub-recipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/THSSAA or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;
2. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

In taking an enforcement action, DPS/THSSAA will provide Sub-recipient an opportunity for a hearing, appeal, or other administrative proceeding to which Sub-recipient is entitled under any statute or regulation applicable to the action involved.

The costs of Sub-recipient resulting from obligations incurred by Sub-recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA or DHS expressly authorizes them in the notice of suspension or termination or subsequently. Other Sub-recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Sub-recipient from being subject to "Debarment and Suspension" under E.O. 12549. 44 C.F.R. §13.35.

25. Conflict of Interest

No employee, officer or agent of Sub-recipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, is involved or otherwise creates the appearance of impropriety.

26. Closing of this Grant

A. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final quarterly performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments. If the close out review and reconciliation indicates that Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Sub-recipient. If Sub-recipient did not use all the funds received, DPS/THSSAA will issue a GAN to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 calendar days of receiving the GAN.

B. At the completion of Sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.

C. The closeout of this Grant does not affect:

1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

Please fill in the appropriate information and certify by signing below that you have read, understood, and agree to the terms of this Grant.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official _____ Date _____

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principles Regarding the Care and Use of Animals

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

Please fill in the appropriate information and sign to certify this Exhibit A.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official _____ Date _____

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

Please fill in the appropriate information and sign to certify this Exhibit B, if applicable.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official Date

Exhibit C

Certifications

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510 (Federal Certification). The Sub-recipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Sub-recipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;

4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or

5. Where Sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification)

E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds, and Sub-recipient will require such compliance in any sub-grants or contract at the next tier.

G. Sub-recipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq. – which requires Sub-recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Sub-recipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Sub-recipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

Please fill in the appropriate information and sign to certify this Exhibit C.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official _____ Date _____

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Sub-recipient's governing body or of the Sub-recipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Sub-recipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Sub-recipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the Sub-recipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-recipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.>

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Please fill in the appropriate information and sign to certify this Exhibit D.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official _____ Date _____



CITY COUNCIL AGENDA

10/14/2014

Agenda Item: 4c

Item/Subject: Consider authorizing the City Manager to accept the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program award.

Initiating Department/Presenter: Neighborhood Resources

Presenter: Sherry McKibben

Recommended Motion: Move to authorize the City Manager to accept the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program award.

Strategic Initiative: Goal #8 - Public Safety - Provide safety and security for all citizens.

Discussion: For several years, the City of Huntsville and Walker County have equally divided the annual allocation of Justice Assistance Grant (JAG) funds. The JAG was formerly the Local Law Enforcement Block Grant and has been available for a number of years for law enforcement agencies. The allocation for 2014 is \$15,145.00.

The City will act as the administrator for this grant.

The City plans to use this grant to purchase two radios, a Body In-Car Video System, and six Cocaine Test Kits. There are not matching funds required for this grant. See Agenda Item 4b for an in-depth discussion of radio counts for the City.

The City has been awarded the grant funds with program funds through September 30, 2015 and this item is budgeted in the 2014-15 Fiscal Year Budget.

Previous Council Action: On May 20, 2014, the City Council authorized the City Manager to apply for the grant and adopted Resolution 2014-13, and entered into an Interlocal Agreement with Walker County.

Financial Implications:

☐ There is no financial impact associated with this item.

☒ Item is budgeted: 614-559-57475 In the amount of \$ 15,145.00

☐ Item is not budgeted:

☐ Item is estimated to generate additional revenue:

Approvals: ☒ City Attorney ☒ Director of Finance ☒ City Manager

Associated Information:

- Award (Page 2-15)



Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 26, 2014

Mr. Matt Benoit
City of Huntsville
1220 11th Street
Huntsville, TX 77340

Dear Mr. Benoit:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 14 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local in the amount of \$15,145 for City of Huntsville.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Zephyr R. Fraser, Program Manager at (202) 616-0416; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell
Director

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

August 26, 2014

Mr. Matt Benoit
City of Huntsville
1220 11th Street
Huntsville, TX 77340

Dear Mr. Benoit:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.html.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

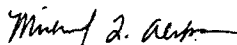
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.



If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

 Department of Justice Office of Justice Programs Bureau of Justice Assistance		Grant		PAGE 1 OF 7																	
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Huntsville 1220 11th Street Huntsville, TX 77340		4. AWARD NUMBER: 2014-DJ-BX-1132																			
		5. PROJECT PERIOD: FROM 10/01/2013 TO 09/30/2015 BUDGET PERIOD: FROM 10/01/2013 TO 09/30/2015																			
		6. AWARD DATE 08/26/2014	7. ACTION																		
1A. GRANTEE IRS/VENDOR NO. 690740138		8. SUPPLEMENT NUMBER		Initial																	
		00																			
		9. PREVIOUS AWARD AMOUNT \$ 0																			
3. PROJECT TITLE Communication and Investigative Equipment for Huntsville and Walker County		10. AMOUNT OF THIS AWARD		\$ 15,145																	
		11. TOTAL AWARD		\$ 15,145																	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																					
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY14(BJA - JAG) 42 USC 3750, et seq.																					
15. METHOD OF PAYMENT GPRS																					
AGENCY APPROVAL			GRANTEE ACCEPTANCE																		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director			18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Matt Benoit City Manager																		
17. SIGNATURE OF APPROVING OFFICIAL 			19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		19A. DATE																
AGENCY USE ONLY																					
20. ACCOUNTING CLASSIFICATION CODES <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>DJ</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>15145</td> </tr> </tbody> </table>				FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT	X	B	DJ	80	00	00		15145	21. NDJUGT1060	
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X	B	DJ	80	00	00		15145														

OJP FORM 4000-2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000-2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 7

PROJECT NUMBER 2014-DJ-BX-1132

AWARD DATE 08/26/2014

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133. Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 7

PROJECT NUMBER 2014-DJ-BX-1132

AWARD DATE 08/26/2014

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
15. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 4 OF 7

PROJECT NUMBER 2014-DJ-BX-1132

AWARD DATE 08/26/2014

SPECIAL CONDITIONS

16. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.
17. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
18. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:
http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
19. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.
20. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
21. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.
22. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.

OJP FORM 4000-2 (REV. 4/88)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 5 OF 7

PROJECT NUMBER 2014-DJ-BX-1132

AWARD DATE 08/26/2014

SPECIAL CONDITIONS

23. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

24. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
25. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 6 OF 7

PROJECT NUMBER 2014-DJ-BX-1132

AWARD DATE 08/26/2014

SPECIAL CONDITIONS

26. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
27. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
28. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
29. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
30. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
31. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
32. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
33. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

OJP FORM 4000-2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 7 OF 7

PROJECT NUMBER 2014-DJ-BX-1132

AWARD DATE 08/26/2014

SPECIAL CONDITIONS

34. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
35. No JAG funds may be expended on the purchase of unmanned aircraft, unmanned aircraft systems or unmanned aerial vehicles (UA/UAS/UAV), unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Any state or local jurisdiction receiving BJA approval to utilize JAG funds for this type of purchase must certify to DOJ that it received Federal Aviation Administration (FAA) approval to operate a UA/UAS/UAV and that it is legal to operate a UA/UAS/UAV in the proposed jurisdiction or geographic area. The recipient must submit a statement on the goals and objectives for the use of a UA/UAS/UAV, the anticipated specific uses, and policy regarding privacy considerations. BJA may require additional reporting requirements that will be stipulated post award.
36. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
37. The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued removing this special condition.
38. Recipient understands that the initial period of availability of funds for this award is two years. Recipient further understands that any requests for additional time for performance of this award, up to two additional years, will be granted automatically, pursuant to 42 U.S.C. § 3751(f) and in accordance with current fiscal year solicitation. Requests for additional time beyond a four year grant period will be subject to the discretion of the Director of the Bureau of Justice Assistance.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator


Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Huntsville

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>. Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

	Department of Justice Office of Justice Programs Bureau of Justice Assistance	GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY	
		Grant	
		PROJECT NUMBER 2014-DJ-BX-1132	PAGE 1 OF 1
This project is supported under FY14(BJA - JAG) 42 USC 3750, et seq.			
1. STAFF CONTACT (Name & telephone number)		2. PROJECT DIRECTOR (Name, address & telephone number)	
Zephyr R. Fraser (202) 616-0416		Curt Landrum Lt 1220 11th Street Huntsville, TX 77340-3917 (936) 291-5466	
3a. TITLE OF THE PROGRAM		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
BJA FY 14 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local			
4. TITLE OF PROJECT			
Communication and Investigative Equipment for Huntsville and Walker County			
5. NAME & ADDRESS OF GRANTEE		6. NAME & ADDRESS OF SUBGRANTEE	
City of Huntsville 1220 11th Street Huntsville, TX 77340			
7. PROGRAM PERIOD		8. BUDGET PERIOD	
FROM: 10/01/2013 TO: 09/30/2015		FROM: 10/01/2013 TO: 09/30/2015	
9. AMOUNT OF AWARD		10. DATE OF AWARD	
\$ 15,145		08/26/2014	
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)			
<p>The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).</p>			
<p>The City plans to utilize its share of this Fiscal Year 2014 JAG award to purchase two 700/800 MHz radios, one body worn In-Car-Video System, and six Cocaine Test Kits. The County plans to utilize its share of to purchase a Rimage Evidence Disc System with Forensic Software in order to preserve and analyze evidence.</p>			

OJP FORM 4000-2 (REV. 4-88)

The project goal is to enhance law enforcement capabilities. NCA/NCF



CITY COUNCIL AGENDA

10/14/2014

Agenda Item: 4d

Item/Subject: Consider entering into a Memorandum of Understanding (MOU) with Walker County for the Texas Community Development Block Grant Program/2011 Disaster Recovery Fund: Texas Wildfires Grant.

Initiating Department/Presenter: Neighborhood Resources

Presenter: Sherry McKibben, Director

Recommended Motion: Move to authorize the City Manager to enter into a Memorandum of Understanding (MOU) with Walker County for the Texas Community Development Block Grant Program/2011 Disaster Recovery Fund: Texas Wildfires Grant.

Strategic Initiative: Goal #8 - Public Safety - Provide safety and security for all citizens.

Discussion: During the summer of 2011 and 2012, Walker County suffered severe drought that contributed to several wildfires. Walker County was declared a disaster area through FEMA-4029 as of February 1, 2012, due to the reoccurring wildfires. HUD allocated Community Development Block Grants to the General Land Office (GLO) for grants to Counties with Disaster Declarations.

The City and County both submitted applications to the GLO. After the initial review, the GLO requested that grants be combined, with the County acting as the lead applicant. The County and City agreed and the County resubmitted their application to include the equipment for the City.

The City's requested equipment includes a Brush Truck that will enable the Fire Department to be better equipped to fight wildfires. The City will replace Unit #52419. This unit is a 2003 F550 Mini-Pumper with 76,910 miles. This truck is not sufficient because its size and weight makes it difficult to maneuver in the terrain where the wildfires typically occur. The cost allocated in the grant for the new Brush Truck is \$140,000.00.

Additionally, the County's application includes radios for all the paid and volunteer fire departments in the County, including the City. The Walker County Firefighters Association members have determined that the best course of action is to have a dual-band radio so in the event of a disaster at the Harris County communication system, the firefighters will be able to communicate with the same radios using VHF. The City will receive 36 radios at a cost not to exceed \$5,600 each. The City currently has 16 paid firefighters and 30 volunteer firefighters (See Agenda Item 4b for an in-depth discussion of radio counts for the City).

On Sept. 8, 2014, City and County staff met with representatives from the GLO to determine the scope of work and were informed that the funding requested by the County would be received. In light of that, the City and County are required by the GLO to enter into a Memorandum of Understanding for allocations of the funds and detailing each party's responsibilities. Negotiations and discussions are continuing on the attached agreement. The City must complete this agreement by November 1, 2014.

The Council is authorizing the City Manager to sign the same or something similar to the attached. In the event the agreement is altered substantially, the City Manager will provide the revised agreement for Council consideration.

No matching funds are required and the County will assume administrative and purchasing responsibilities for the grant.

Previous Council Action:

Financial Implications:

☐ There is no financial impact associated with this item.

☐ Item is budgeted: _____ In the amount of \$ _____

☒ Item is not budgeted: The City will not be receiving or expending cash related to the grant due to the fact the County has purchasing responsibilities for the grant. For accounting purposes when the City receives the Brush Truck and the Radios that the County has purchased on our behalf a Grant Revenue account will be booked for approximately \$341,600 and an Expenditure account will be booked for the same.

☐ Item is estimated to generate additional revenue:

Approvals: ☒ City Attorney ☒ Director of Finance ☐ City Manager

Associated Information:

- Memorandum of Understanding (p. 3-5)

Memorandum of Understanding
For Texas Community Development Block Grant Program (TxCDBG) / 2011 Disaster Recovery
Fund: Texas Wildfires Grant

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between the City of Huntsville, Texas, ("City") and Walker County, Texas, ("County"), both being political subdivisions of the State of Texas.

RECITALS

WHEREAS, County intends to apply for a *Texas General Land Office Community Development Block Grant Program 2011 Disaster Recovery Fund: Texas Wildfires* ("Grant"); and

WHEREAS, City wishes to participate and benefit from said grant; and

WHEREAS, City has identified expenses related to the wildfire disaster within Walker County, Texas; and

WHEREAS, Grant will provide funding for the purchase of various equipment to assist in recovery; and

WHEREAS, a portion of the said equipment will be delivered to City ("City's portion"); and

WHEREAS, the Parties herein desire to enter into a Memorandum of Understanding ("MOU") setting forth the various duties and responsibilities of the Parties relating to that portion of the equipment to be delivered to City,

NOW THEREFORE, the Parties hereby agree as follows:

(I) ROLES AND RESPONSIBILITIES

A. City

- a. City shall pay expenses incurred for the City's portion which are not covered by grant funds with prior approval of the expense by the City.
- b. City shall provide, in a timely manner, reporting information necessary for grant administration reports and compliance.
- c. City shall be solely responsible for the maintenance, and associated costs, of City's portion.
- d. City shall designate a representative to serve on an advisory committee.
- e. City shall be responsible for any expenses necessary for amendment applications, if said applications are at City's request.
- f. City shall forward to County funds received as reimbursement of claims related to the Grant.
- g. City shall utilize City's portion in compliance with all terms and conditions of the Grant.

B. County

- a. County shall prepare and submit the application for the Grant, including a request for funding of the equipment or services identified in the application.
- b. County shall prepare and submit claims for reimbursement of costs incurred by or under the project.

- c. County shall act as administrator of the grant. County will comply with applicable guidelines and requirements for the Grant.
- d. County shall have no duty to prepare or submit claims for reimbursement unless City provides necessary information in a timely manner.
- e. County shall be responsible for procuring City's portion as part of its Grant administration duties.
- f. County may submit grant amendments to the Texas General Land Office (Granting Agency) for eligible project expenses in excess of the original grant award.
- g. County shall not be liable for any ineligible expenses incurred by City.
- h. County may seek reimbursement from City for any expense which is not reimbursed under the Grant due to any act or failure to act by City as required under this agreement.
- i. County shall create an advisory committee which will include a representative appointed by City.

(II) CONTACT

County and City shall provide the name and contact information of a representative who will serve as the contact person related to the MOU. All formal notices or other communication shall be made either by personal delivery in writing or by U.S. mail, addressed as follows:

Dr. Sherry McKibben
1212 Avenue M
Huntsville, TX 77340
936-291-5428
smckibben@huntsvilletx.gov

(III) DURATION

This agreement shall remain in effect for the duration of the Grant, including any additional time necessary to satisfy requirements for maintenance of City's portion.

(IV) CITY'S PORTION

Grant Funded equipment to be allocated to City under Grant is projected to consist of:

- a. *Thirty-six (36) Dual Band 800/VHF Radios for City of Huntsville Firefighters at a maximum per unit cost of \$5,600.00*
- b. *One (1) Brush Truck apparatus for City of Huntsville Fire Department at a maximum total cost of \$140,000.00*

(V) OWNERSHIP OF EQUIPMENT

County shall relinquish ownership in the City's portion at project close out. City agrees to accept ownership. City agrees to continue to utilize said equipment in a manner consistent with the requirements of the Grant and any applicable rules or regulations. Failure to comply with the terms of this agreement may entitle County to seek repayment of Grant funds or exercise other remedies as appropriate.

(VI) SPECIAL CONDITIONS

- A. Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the TEXAS Tort Claims Act.
- B. Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the TEXAS Tort Claims Act.

- C. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.
- D. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
- E. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

We, the undersigned, have read and accept the terms of this agreement. Further, we have reviewed and approve of the proposed project, application, and grant conditions.

Walker County, Texas

City of Huntsville

Robert D. Pierce
County Judge, Walker County, Texas
1100 University Avenue
Huntsville, TX 77340
936-436-4910 (Office)

Matt Benoit
City Manager
1212 Avenue M
Huntsville, TX 77340
936-291-5400 (Office)

EXECUTED this ____ day of October, 2014.

EXECUTED this ____ day of October, 2014.



CITY COUNCIL AGENDA

10/14/2014

Agenda Item: 4e

Item/Subject: Consider the award of a fiber installation project to Maverick Communications for the installation of fiber and conduit from Raven Nest Golf Club to Fire Station #1 and adoption of Ordinance 2015-01 for the budget amendment in support of same.

Initiating Department/Presenter: Information Technology

Presenter: Chris Vasquez, IT Director

Recommended Motion: Approve award of a fiber installation project to Maverick Communications for the installation of fiber and conduit from Raven Nest Golf Club to Fire Station #1 and adopt of Ordinance 2015-01 for the budget amendment in support of same.

Strategic Initiative: Goal #4 - Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: A capital improvement project (CIP) for Fire Station #1 on Veteran's Memorial Parkway was approved in FY07-08 and is ready for completion. This project will allow for improved network communications between City Hall and Fire Station #1. Currently, Fire Station #1 is connected to City Hall via a leased ATT line. This project will replace the leased line with City-owned fiber, providing for a marked improvement in speed. The leased line has a maximum capacity of 1.44MB data transmission rates, whereas fiber offers 1GB with up to 10GB transmission rates. Services being provided to Fire Station #1 from City Hall include access to the City's phone system, access to file shares and data, access to various applications, and Internet access.

Fiber allows for improved communications from/to Fire Station #1 and the PD, enhancing the City's capabilities to protect the public health and safety of Huntsville's residents. Remote IT support and management is also made more efficient as staff can more quickly connect to various Fire Department PCs and devices to run inventory, provide software updates, and offer support to Fire staff. In addition, fiber to Fire Station #1 will allow for possible expansion to other City facilities in the future.

The project was split into two components, the installation of conduit and the installation of fiber. The conduit portion was bid out on July 1, 2014, with Maverick Communications being the lowest bidder at a cost of \$37,994.20. For the fiber portion, two cost quotes were obtained, the first from Maverick Communications at \$73,094.59 and the second from MCA Communications at \$72,439.79. Although MCA came is slightly lower than Maverick Communications by \$654.80, it is recommended Maverick Communications be selected for several reasons:

- using the same vendor for both phases of the project will reduce potential problems when transitioning from one phase of the project to the other
- Maverick has provided excellent service in the past, and
- Maverick has previously installed fiber at several City facilities including the Police Department, Service Center, Municipal Court and Aquatic Center.

City Attorney Leonard Schneider was consulted to ensure all City purchasing requirements were met.

Previous Council Action: Fiber Loop – Fire Station #1 CIP project was approved by Council in FY07/08.

Financial Implications:

☐ There is no financial impact associated with this item.

☒ Item is budgeted: 815-81532-62300 In the amount of \$ 108,331.21

☒ Item is not budgeted: 815-81532-62300 In the amount of \$ 7,000.00

☐ Item is estimated to generate additional revenue:

Approvals: ☒ City Attorney ☒ Director of Finance ☒ City Manager

Associated Information:

- Quotes (pages 3-5)
- Bid No. 07-10-39 (page 6)
- Ordinance No. 2015-01 (page 7)
- CIP budget adjustment (page 8)
- Conduit installation drawing (page 9)

Maverick

Communications, Inc.

PO Box 2233 Beaumont TX 77704
Office: (409) 840-5223 Fax (409) 840-5205
maverickinc.com

Firm Quote

Date:	Estimate Number:
6/13/2014	8531
	Maverick Job No:
	Customer PO No:
	Pending

Submitted To:

City of Huntsville
Attn: Accounts Payable
1212 Avenue M
Huntsville, TX 77340-4608

File Name:	Customer Contact:	
Fire Station #1 Trenching	Chris Vasquez	
Job Description:	Quantity:	Total:
<p>This Estimate is based on Maverick Communications installing a 4" conduit in the locations between the Communications POP and the Firestation #1 that has not been completed. Boring will performed under Veterans Memorial Parkway and FM 1374. Once all conduit is in place, a Mule Tape will be installed in each conduit from pull box to pull box. All 4" conduit, long sweeping 90 degree bends, and small pull boxes with be provided by the City of Huntsville. Pull boxes will be installed every 500' and at all 90 degree turns.</p> <p>NOTE: Seven (7) large pull boxes will need to be installed to allow enough room for the cable to be rolled up inside for future in case the cable gets damaged. Maverick will coordinate with the customer as to where the best locations will be for placing the larger pull boxes. Due to the unknown condition of the existing 4" conduit in two (2) locations, additional charges will apply for locating and repairing any necessary damage to conduits that will hinder the duct bank to be fully utilized. One of these locations is located between the Fire Station #1 and FM 1374 and the other is located where the conduit was stopped (when installed and ran over by a tractor) along Veterans Memorial Parkway.</p> <p>INSTALLATION/LABOR CHARGES FOR INSTALLATION OF MULE TAPE</p> <p>EQUIPMENT RENTAL CHARGES</p> <p>INSTALLATION/LABOR CHARGES FOR BORING/TRENCHING</p>	<p>72</p> <p>2</p> <p>1</p>	<p>5,400.00</p> <p>1,870.00</p> <p>30,724.20</p>
<p>Acceptance of Estimate - The above prices, specifications, conditions and attachments are satisfactory and are hereby accepted. Maverick is authorized to do the work as specified. Note: Full payment is due within 30 days of invoice date.</p>	Subtotal:	\$37,994.20
* Material pricing is good for 30 days from date of estimate.	Sales Tax: (8.25%)	\$0.00
<p>Without regard to any other provision of this Agreement, Owner shall be liable to Contractor for additional costs incurred by Contractor as the result of any increase in the rate of an applicable state or local sales, excise or use tax that occurs after the effective date of this Agreement.</p>	Total:	\$37,994.20

Customer Signature: _____

Authorized Signature: _____

Date of Acceptance: _____



PO Box 2233 Beaumont TX 77704
Office: (409) 840-5223 Fax (409)840-5205
maverickinc.com

Firm Quote

Date:	Estimate Number:
6/13/2014	8532
	Maverick Job No:
	Customer PO No:
	Pending

Submitted To:

City of Huntsville
Attn: Accounts Payable
1212 Avenue M
Huntsville, TX 77340-4608

File Name:	Customer Contact:	
Fire Station #1 48SM Fiber	Chris Vasquez	
Job Description:	Quantity:	Total:
<p>This Estimate is based on Maverick Communications, Inc. installing a 48 strand singlemode fiber cable from the Firestation # 1 to the Communication POP. This cable will be routed inside an underground duct bank, from location to location. Maverick will install three (3) 1" inner ducts inside a new 4" conduit, for the fiber cable to be routed in. Two (2) of the inner ducts will be spares that can be used at a later date. A tracer cable will be placed inside the new duct bank, along with the new fiber cable, so that it can be located underground at a later date if needed. Once the fiber cable is installed from location to location, each end will be terminated, mounted, labeled, and OTDR tested. All testing documentation will be provided to the City of Huntsville after all work has been completed. The cost for installation is assuming that a pullstring will be available in the underground duct bank prior to start of work. If a pullstring must be installed, in order to pull in the fiber cable, Maverick can assist at an additional charge. Maverick will provide large pull boxes and all innerduct needed for this work.</p> <p>NOTE: Additional footage is added to the total length, from location to location, for slack that will be rolled up in case the cable is cut at a later date and needs to be spliced. A total of seven (7) large pull boxes will need to be installed to allow enough room for the cable to be rolled up inside. Maverick will coordinate with the customer as to where the best locations will be for placing the larger pull boxes.</p> <p>CORNING ALTOS 48 STRAND SINGLEMODE FIBER CABLE</p>	13,500	7,897.50
<p>Acceptance of Estimate - The above prices, specifications, conditions and attachments are satisfactory and are hereby accepted. Maverick is authorized to do the work as specified. Note: Full payment is due within 30 days of invoice date.</p>	Subtotal:	
* Material pricing is good for 30 days from date of estimate.	Sales Tax: (8.25%)	
<p>Without regard to any other provision of this Agreement, Owner shall be liable to Contractor for additional costs incurred by Contractor as the result of any increase in the rate of an applicable state or local sales, excise or use tax that occurs after the effective date of this Agreement.</p>	Total:	

Customer Signature: _____

Authorized Signature: _____

Date of Acceptance: _____

Maverick

Communications, Inc.

PO Box 2233 Beaumont TX 77704
Office: (409) 840-5223 Fax (409) 840-5205
maverickinc.com

Firm Quote

Date:	Estimate Number:
6/13/2014	8532
	Maverick Job No:
	Customer PO No:
	Pending

Submitted To:

City of Huntsville
Attn: Accounts Payable
1212 Avenue M
Huntsville, TX 77340-4608

File Name:	Customer Contact:	
Fire Station #1 48SM Fiber	Chris Vasquez	
Job Description:	Quantity:	Total:
3M Cold Shrink: 8426-9	2	31.20
Corning 12-Fiber Fan-Out Kit : FAN-BT25-12	8	158.91
CORNING 2U F/4 PANELS HOUSING: PCH-02U	2	709.54
LC-SM CORNING CONNECTOR: 95-201-98-SP	96	926.02
CORNING CCH-CP24-A9 PANEL	4	729.14
OTDR Test & Documentation	96	1,920.00
CONSUMABLE (MISC. TERMINATION MATERIAL)	2	50.00
Miscellaneous Small Parts (i.e. tracer cable, tyrap, etc.)	1	975.00
HUBBELL INC PG2436BA24 BOX WITH OPEN BASE	7	4,035.12
HUBBELL INC PG2436CA0012 COMMUNICATIONS LKG CVR	7	1,890.16
PETROFLEX NA P100DAR13.5 SMOOTH WALL INNER DUCT	36,000	18,252.00
TRAVEL EXPENSE	6	1,800.00
INSTALLATION/LABOR CHARGES FOR FIBER INSTALLATION	209.6	15,720.00
INSTALLATION/LABOR CHARGES FOR INSTALLATION OF INNER DUCT	240	18,000.00
Acceptance of Estimate - The above prices, specifications, conditions and attachments are satisfactory and are hereby accepted. Maverick is authorized to do the work as specified. Note: Full payment is due within 30 days of invoice date.	Subtotal:	\$73,094.59
* Material pricing is good for 30 days from date of estimate.	Sales Tax: (8.25%)	\$0.00
Without regard to any other provision of this Agreement, Owner shall be liable to Contractor for additional costs incurred by Contractor as the result of any increase in the rate of an applicable state or local sales, excise or use tax that occurs after the effective date of this Agreement.	Total:	\$73,094.59

Customer Signature: _____

Authorized Signature: _____

Date of Acceptance: _____

Bid No. 07-10-39 Filter Loop Project (Rehouse 1 to Raven Nest) Bid Response	
July 1, 2014 2:00 pm Central Standard Time	
<i>Firm Name</i>	<i>Total Cost</i>
Alcott Inc. dba TCH	\$ 159,690.00
TMT Utilities Inc.	\$ 43,274.85
S-T Utilities Inc.	\$ 43,988.95
Maverick Communications, Inc.	\$ 37,994.20
EZG Services	\$ 90,205.00
Tyson Fogle LLC	\$ 87,649.81
Signature contracting Services, LLC	\$ 176,444.81
Audio Visual Aids	No Bid

*NOTICE: Bid award is contingent upon vendor meeting bid requirements and formal authorization by City officials

ORDINANCE NO. 2015-01

AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE 2014-2015 ANNUAL BUDGET AND CAPITAL IMPROVEMENTS PROJECTS (CIP) BUDGETS, ORDINANCE NO. 2014-42 TO AMEND ADOPTED EXPENDITURES OF THE BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the 2014-2015 Annual Budget and CIP Budgets were adopted by Ordinance 2014-42 on September 16, 2014;

WHEREAS, various unforeseen circumstances affecting the City have presented themselves during the course of the fiscal year;

WHEREAS, the City Council considered the circumstances independently, deliberating appropriately on the associated revenues and expenditures and the overall impact on the general financial status of the City;

WHEREAS, pursuant to the laws of the State of Texas and the City Charter of the City of Huntsville, Texas, the City Council has determined that it will be beneficial and advantageous to the citizens of the City of Huntsville to amend the Capital Improvements Projects (CIP) budget as set forth herein; and

WHEREAS, this ordinance combines the independent Council actions into one budget amendment document;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, that:

Section 1. The findings set forth above are incorporated into the body of this ordinance.

Section 2. The Capital Improvements Projects budget is hereby amended to include the expenditures described in Exhibit "A" attached hereto and made a part of this ordinance as if set out verbatim herein.

Section 3. All ordinances of the City in conflict with the provisions of this ordinance are hereby repealed, and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4. Should any section, portion, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the force or effect of any other section or portion of this ordinance.

Section 5. The necessity for amending the budget for the Capital Improvements Projects, as required by the laws of the State of Texas, requires that this ordinance shall take effect immediately from and after its passage, as the law in such cases provides.

Section 6. This ordinance shall take effect immediately after its passage.

PASSED AND APPROVED on this the 14th day of October 2014.

THE CITY OF HUNTSVILLE, TEXAS

Mac Woodward, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward, City Secretary

Leonard Schneider, City Attorney

**Exhibit
A**

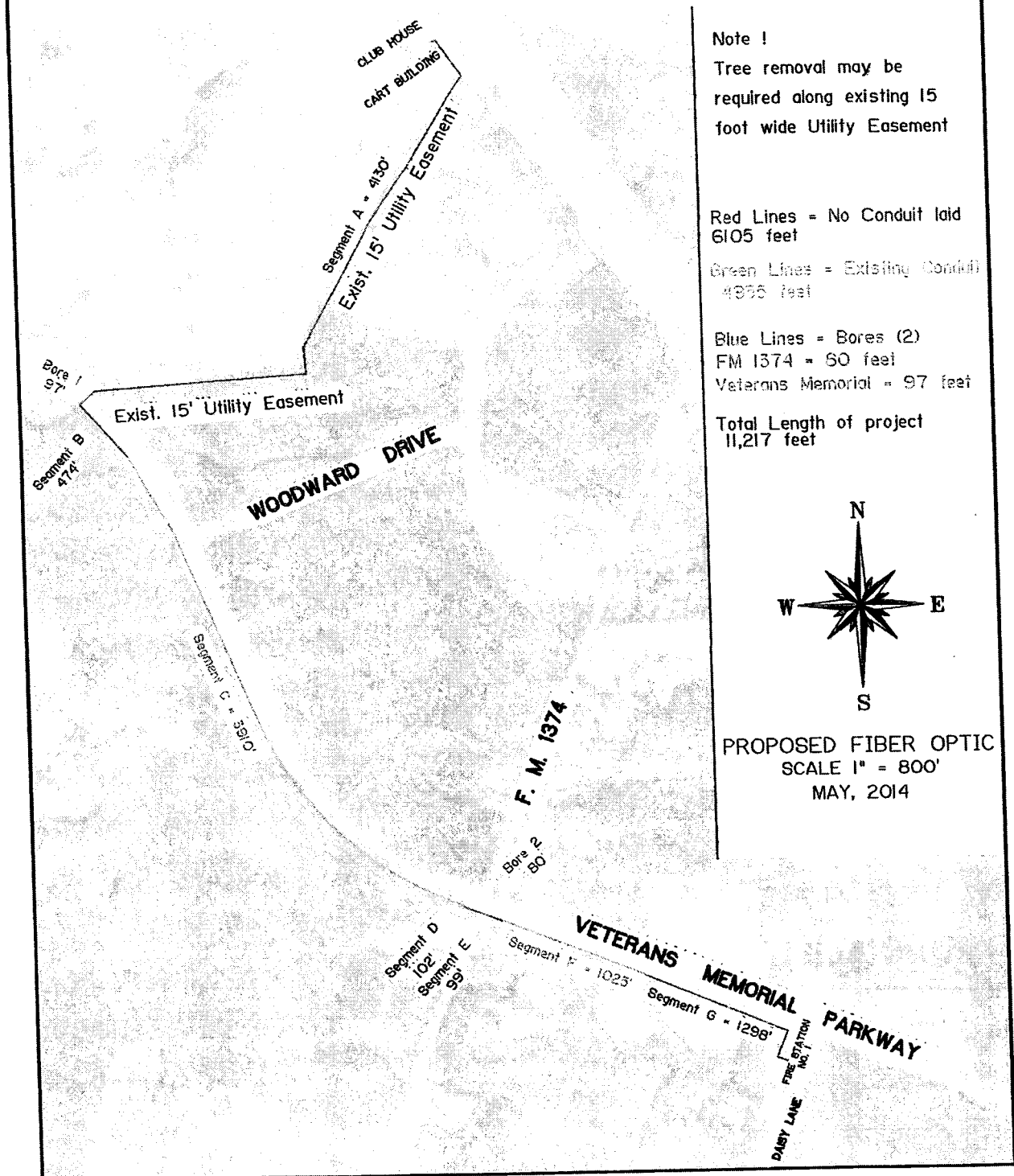
**CIP Budget Amendments FY14-15
October 14 , 2014**

a.

Decrease:	General CIP - Unallocated	\$	7,000
Increase:	Fiber Loop Project - Fire Station #1	\$	7,000

Explanation: Increase the remaining budget for the Fiber Loop Project-Fire Station #1 in the amount of \$7,000. Original budget for the project was \$134,509 of which \$26,178 has been used leaving a balance of \$108,331. An estimated additional \$7,000 is required to complete the project.

CITY OF HUNTSVILLE CONDUIT INSTALLATION DRAWING





CITY COUNCIL AGENDA

10/14/2014

Agenda Item: 4f

Item/Subject: Consider purchase of hardware and services for an upgrade to the City's data and server storage infrastructure.

Initiating Department/Presenter: Information Technology

Presenter: Chris Vasquez, IT Director

Recommended Motion: Move to approve purchase of hardware and services for upgrades to the City's data and server storage infrastructure.

Strategic Initiative: Goal #4 - Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: An upgrade to the City's data and server storage infrastructure will allow for the replacement of three devices which are end of life and currently used for data storage and backup for approximately forty servers within the City's environment. These three devices are being replaced with one device which will reduce complexity and increase operational efficiency. A majority of these servers house critical applications such as for the City's financial system, document management system, utility billing, court and police applications, and a number of databases. This upgrade is essential to maintaining continuity and redundancy for each of these software applications and will allow for more efficient use of IT staff time as it is better equipped to handle virtualization software (VMWare) which is a key, component software used to manage all City software applications previously mentioned. In addition, VMWare configuration services are being provided as part of the upgrade to optimize this application. If approved, hardware and services will be purchased using the State of Texas Department of Information Resources (DIR) contract which is a cooperative purchasing program for state and local government, education, and other public entities in Texas.

Previous Council Action: The three devices being replaced were approved by Council, as part of the server replacement schedule, on the following dates: 12/11/07 and 9/14/10.

Financial Implications:

☐ There is no financial impact associated with this item.

☒ Item is budgeted: 309-655-69020 In the amount of \$ 90,000

☒ Item is budgeted: 101-640-55070 In the amount of \$ 10,000

☐ Item is not budgeted:

☐ Item is estimated to generate additional revenue:

Approvals: ☐ City Attorney ☐ Director of Finance ☒ City Manager

Associated Information:

- Quotes for hardware and services (pages 2-11)



11824 Jollyville Rd. Suite 400
Austin, TX 78759

Quote Number: 7118.5

Sales Quote

Today's Date: 10/08/2014

DIR CONTRACT # DIR-TSO-2538

Customer:

Billy Wavra

City of Huntsville
1212 Ave M
Huntsville, TX 77340
bwavra@huntsvilletx.gov
936-291-5454

Account Manager:

Steve Thomsen

Sequel Data Systems
steve.thomsen@sequeldata.com
Office: 512-918-8841
Cell: 512-963-5684
Fax: 512-918-8843

Item	Part #	Qty.	Description	Unit Price	Ext. Price
HP 3PAR 7200 900GB Drives					
1	QR482A	1	HP 3PAR StoreServ 7200 2-N Storage Base	\$ 6,388.73	\$ 6,388.73
2	QR487A	2	HP 3PAR 7000 2-pt 10G iSCSI/FCoE Adapter	\$ 1,705.92	\$ 3,411.84
3	QR487A#0D1	2	Factory integrated	\$ -	\$ -
4	QR496A	12	HP M6710 900GB 6G SAS 10K 2.5in HDD	\$ 616.15	\$ 7,393.84
5	QR496A#0D1	12	Factory integrated	\$ -	\$ -
6	BC767B	1	HP 3PAR 7200 Reporting Suite LTU	\$ 1,511.82	\$ 1,511.82
7	BC767B#0D1	1	Factory integrated	\$ -	\$ -
8	BC746A	48	HP 3PAR 7200 OS Suite Drive LTU	\$ 41.80	\$ 2,006.40
9	BC746A#0D1	48	Factory integrated	\$ -	\$ -
10	BC745B	1	HP 3PAR 7200 OS Suite Base LTU	\$ 400.99	\$ 400.99
11	BC745B#0D1	1	Factory integrated	\$ -	\$ -
12	BC753A	1	HP 3PAR 7200 Virtual Copy Base LTU	\$ 226.09	\$ 226.09
13	BC753A#0D1	1	Factory integrated	\$ -	\$ -
14	BC754A	48	HP 3PAR 7200 Virtual Copy Drive LTU	\$ 22.61	\$ 1,085.36
15	BC754A#0D1	48	Factory integrated	\$ -	\$ -
16	BC757A	1	HP 3PAR 7200 Dynamic Opt Base LTU	\$ 149.31	\$ 149.31
17	BC757A#0D1	1	Factory integrated	\$ -	\$ -
18	BC758A	48	HP 3PAR 7200 Dynamic Opt Drive LTU	\$ 14.93	\$ 716.61
19	BC758A#0D1	48	Factory integrated	\$ -	\$ -
20	QR490A	3	HP M6710 2.5in 2U SAS Drive Enclosure	\$ 2,180.76	\$ 6,542.29
21	QR496A	36	HP M6710 900GB 6G SAS 10K 2.5in HDD	\$ 616.15	\$ 22,181.51
22	QR496A#0D1	36	Factory integrated	\$ -	\$ -
23	HA114A1	1	HP Installation and Startup Service	\$ -	\$ -
24	HA114A1#5TP	1	HP Startup 3PAR 7200 2-Nd Strg Base SVC	\$ 2,504.79	\$ 2,504.79
25	HA114A1#5TU	2	HP Startup 3PAR 7000 iSCSI-FCoE Adpt SVC	\$ 268.40	\$ 536.80
26	HA114A1#5TV	3	HP Startup 3PAR 7000 2U SAS Enclosre SVC	\$ 357.61	\$ 1,072.84
27	BD362AAE	1	HP 3PAR StoreServ Mgmt/Core SW E-Media	\$ 8.53	\$ 8.53
28	BD363AAE	1	HP 3PAR 7000/7450 OS Suite E-Media	\$ 8.53	\$ 8.53
29	BD373AAE	1	HP 3PAR Reporting Suite E-Media	\$ 8.53	\$ 8.53
30	H1K92A3	1	HP 3Y 4 hr 24x7 Proactive Care SVC	\$ -	\$ -
Subtotal				\$	56,154.80

Phone: 512-918-8841

Prices Good for 30 Days

Fax: 512.918.8843



11824 Jollyville Rd. Suite 400
Austin, TX 78759

Quote Number: 7118.5

Sales Quote

Today's Date: 10/08/2014

DIR CONTRACT # DIR-TSO-2538

Customer:

Billy Wavra
City of Huntsville
1212 Ave M
Huntsville, TX 77340
bwavra@huntsvilletx.gov
936-291-5454

Account Manager:

Steve Thomsen
Sequel Data Systems
steve.thomsen@sequeldata.com
Office: 512-918-8841
Cell: 512-963-5684
Fax: 512-918-8843

Item	Part #	Qty.	Description	Unit Price	Ext. Price
HP 3PAR 7200 900GB Drives					
31	H1K92A3#RD0	1	HP 3PAR 7200 OS Suite Base LTU Supp	\$ 1,600.66	\$ 1,600.66
32	H1K92A3#RD3	1	HP 3PAR 7200 Virtual Copy Base LTU Supp	\$ 865.64	\$ 865.64
33	H1K92A3#RD6	1	HP 3PAR 7200 Dynamic Opt Base LTU Supp	\$ 571.53	\$ 571.53
34	H1K92A3#RDB	1	HP 3PAR 7200 Reporting Suite LTU Supp	\$ 1,045.80	\$ 1,045.80
35	H1K92A3#S6L	48	HP 3PAR 7200 OS Suite Drive LTU Supp	\$ 13.89	\$ 666.92
36	H1K92A3#S6Q	48	HP 3PAR 7200 Virtual Copy Drive LTU Supp	\$ 7.41	\$ 355.76
37	H1K92A3#S6S	48	HP 3PAR 7200 Dynamic Opt Drive LTU Supp	\$ 5.09	\$ 244.52
38	H1K92A3#WSF	3	HP 3PAR Internal Entitlement Purpose	\$ -	\$ -
39	H1K92A3#WUS	48	HP 3PAR 7000 Drives under 1TB Support	\$ 64.38	\$ 3,090.07
40	H1K92A3#WUW	3	HP 3PAR 7000 Drive Enclosure Support	\$ 256.13	\$ 768.39
41	H1K92A3#WUX	2	HP 3PAR 7000 Adapter Support	\$ 189.44	\$ 378.87
42	H1K92A3#WVB	1	HP 3PAR 7200 2-node Storage Base Supp	\$ 698.89	\$ 698.89
43	QK734A	8	HP Premier Flex LC/LC OM4 2f 5m Cbl	\$ 87.54	\$ 700.33
44	HF383A1	3	HP CP Svc for Storage Training	\$ 800.76	\$ 2,402.29
45	HA124A1	1	HP Technical Installation Startup SVC	\$ -	\$ -
46	HA124A1#5QW	1	HP Startup 3PAR Vrt Cpy Lvl 1 Tier 1 SVC	\$ 1,710.01	\$ 1,710.01
47	HA124A1#5TM	1	HP Startup 3PAR 7000 Reporting Ste SVC	\$ 2,602.19	\$ 2,602.19
48	HA124A1#5TB	1	HP Startup 3PAR 7000 Dynamic Opt SVC	\$ 1,710.01	\$ 1,710.01
Total				\$	75,566.68

Phone: 512-918-8841

Fax: 512.918.8843

Prices Good for 30 Days



**Sequel Data Systems, Inc.
SOW for City of Huntsville
VMware Health Check and Configuration Services**

Prepared By:
Brad Root, Solutions Architect
Phone: 214-773-4363
Email: brad.root@sequeldata.com

Proposal ID: SPS-BR4102014
Version: 1.0
Date: October 8, 2014



City of Huntsville
VMware Health Check and Configuration Services
October 8, 2014
Ref# SPS-BR4102014

Statement of Work

Overview

The City of Huntsville has requested an assessment of the configuration and deployment strategies used in their current VMware environment. Sequel Data Systems will assess the VMware system, compare it with industry best practices and make recommendations based on professional experience. Sequel will also make changes required to the Client environment to bring it up to recommended specifications. In addition, Sequel will work with the Client to make sure their systems are protected and backed up properly as well and discuss Disaster Recovery options as well.

Scope of Work

VMware Assessment

This section consists of the areas that Sequel Data will focus on in regard to the VMware configuration. This is a broad overview of the focus areas within the VMware environment.

- VMware vSphere environment will be checked for configuration best practices
 - ESXi hosts and their features and configurations
 - vCenter features and configuration
 - Networking configuration
 - Storage configuration

VMware Optimization

This section consists of the areas that Sequel Data will focus on in regard to tuning and optimizing the configuration. This is a broad overview of the focus areas with the VMware environment.

- VMware vSphere instance and its configuration will be optimized.
 - vCenter server will be tuned with industry best practices
 - ESXi hosts will be tuned with industry best practices
 - Network configuration will be tuned with industry best practices and redundancy
 - Storage configuration will be tuned with industry best practices and redundancy

VMware Backups

This section consists of the areas that Sequel Data will focus on in regard to backups in the VMware environment. This is a broad overview of the focus areas with the VMware backup environment.

- VMware backups will be configured and tuned to industry best practices.
 - Focus on backup strategies for the VMware environment

- Configure backups for industry best practices
- Walk through different restore and recovery options

Deliverables

Configuration Overview and Assessment

Sequel Data Systems will serve as a "second set of eyes" to assess the current configuration of the VMware environment, document any findings and make recommendations for configuration best practices. Sequel will provide recommendations for configurations specific to VMware best practices.

VMware Optimization

Sequel will help optimize the system to perform and run at industry best practices. Sequel will make all configuration changes to provide redundancy to storage and network configuration. The configurations will be tested and adhere to VMware best practices.

VMware Backups

Sequel will help plan and configure VMware backups to perform and run at industry best practices. Sequel will help make recommended changes to provide an optimized backup strategy. The configurations will be tested and adhere to VMware and current backup product best practices.

Professional Services Report

Sequel Data Systems will provide a professional services report that will describe the outcome of the assessment as well as any recommendations made by Sequel. It will also include any areas of concern identified during the engagement.

Out of scope

Sequel is responsible to perform only the Consulting Services described in this Statement of Work. Any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of Scope.

Completion Criteria

Sequel has completed its responsibilities to this Statement of Work when the above tasks are completed.

Work Location:

Client Name:	City of Huntsville
Building Name:	City Hall
Address:	1212 Avenue M
City, State, Zip:	Huntsville, TX 77340

Contact Name:	Bill Wavra
Contact Phone:	936-291-5454
Contact Fax:	936-291-5404
Contact Email:	bwavra@huntsvilletx.gov
Special Instructions:	

Client Responsibilities:

Provide necessary access to servers and systems related to the VMware environment.

Services Pricing:

The work outlined in this Statement of Work will be performed by SPS for a fixed price with expenses billed at actual.

Services Breakdown:	
Service	Total:
VMware Health Check Services	\$4500
VMware Optimization Services	\$4500
VMware Backups Services	\$3000
Services Total	\$12,000
Total if Purchased as a package	\$10,000

Project Change Control

The change control process is used to affect changes to the scope or cost of the project and the subsequent changes to the Statement of Work or project plan. Controlling changes keeps the project within scope, as defined in the Technical Proposal, Cost Proposal, Statement of Work, System Architecture and Design and project plan. Project Change Control ensures that only mandatory changes are addressed. Change Requests can be initiated by either the Sequel Project Manager or by the Client Project Manager. The Client Project Manager can then assess the cost and benefit tradeoffs associated with requested changes. The Consultant Project Manager and the Client Project Manager are the points of contact for administering change control. Each is responsible for identifying and controlling changes, and both must approve change requests prior to their investigation and implementation.

Project Change Request Form

The Consultant Project Manager provides the Project Change Request (PCR) form, and instructions for completing this form to the Client Project Manager. The PCR describes the proposed change, the reason for the request, and identifies the initiator. It also provides a statement of the estimated effect that implementation of each change will have on the project hours, schedule, and cost. The Consultant Project Manager then assigns a sequential control number to each PCR. Project Change Requests can be made at any time during the project by either party, and must be made whenever a change that affects scope or cost is contemplated. Since a change could affect the cost, schedule, or other terms, both the Client Project Manager and the Consultant Project Manager must review and approve each change prior to amending the Statement of Work and the project plan, and then implementing the change.

TERMS:

Prices are valid for 60 days provided work commences within 60 days of this SOW date. Any travel and living expenses arising out of changes to this SOW will be billed at actual cost unless otherwise specified in a Project Change Request (PCR). Sequel Professional Services must be notified at least two weeks in advance to schedule this project. Changes to the start date once the work is booked are subject to SPS resource availability. Sequel will invoice Client, at Terms Net 30, for the services performed under this SOW.

No Solicitation to Hire: During the term of this SOW and for a period of one (1) year following termination or expiration of this SOW, the Client agrees not to solicit to hire, hire or cause to hire any SPS personnel, employees or subcontractors directly or indirectly without express written permission from the Sequel Professional Services. If the Client, or any affiliate of the Client, extends an offer of employment, or a contract for services to any SPS personnel or employees, then the Client shall pay SPS, as liquidated damages, an amount equal to fifty percent (50.00%) of the annual salary or contract payments that would have been due to such Personnel or employee. The parties agree that the foregoing liquidated damage is the party's best estimate of the damages caused by the extension of an offer of employment, or a contract for services to any SPS personnel or employees. Notwithstanding the damages provided for in this paragraph, SPS shall be entitled, in addition to any other remedies at law or in equity, to obtain injunctive relief.

Limited Warranty: Sequel warrants to the Client that the Work provided hereunder will be performed in a workmanlike manner and will substantially conform to the agreed to specifications at the time of performance. Unless otherwise expressly agreed in writing by Sequel, Sequel warrants the Work for a period of 30 days from the date of the performance of the Work to the Client or its designated receiver of the services. Sequel does not warrant results or achievements of the Work and Sequel is not responsible for the work or activity of any non-Sequel employed personnel (excluding Sequel' authorized subcontractors). EXCEPT AS SET FORTH IN THIS SECTION, SEQUEL MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WARRANTIES of (A) MERCHANTABILITY, (B) OF FITNESS FOR A PARTICULAR PURPOSE OR USE, (C) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS; AND (D) ARISING FROM A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE OR COURSE OF PERFORMANCE NOTWITHSTANDING.

Limitation of Liability: In no event shall Sequel's liability arising in connection with or under this statement of work (whether under the theories of breach of contract, tort liability, misrepresentation, fraud, warranty, negligence, strict liability or any other theory of law) exceed the purchase price of the services.

Limitation of Damages: Buyer shall in no event be entitled to, and Sequel shall not be liable for indirect, special, incidental or consequential damages of any nature, including, but not limited to, loss of profit, promotional and/or manufacturing expenses, overhead, injury to reputation and/or loss of customers.

Acceptance: All parties agree to the responsibilities and work outlined in this SOW. Upon completion of the Services, Sequel will present the Client with an acceptance form for signature, evidencing the Client's acceptance of the Services. The Client agrees to promptly sign and return the acceptance form to Sequel or, in the alternative, to notify Sequel of any issues concerning the Services. If Sequel does not receive the acceptance form within five (5.0) business days from receipt, the Services will be deemed accepted by the Client. The Client agrees to pay Sequel for the Services performed under this SOW. This Agreement must be signed by all parties and returned to SPS with a Purchase Order from the Client for the services outlined above prior to any resources being allocated or deployed by SPS.



Professional Services
Statement of Work

		City of Huntsville VMware Deployment Assessment October 8, 2014 Ref# SPS-BR4102014	
<u>Services by:</u> Sequel Data Systems, Inc. Professional Services		<u>Agreed to by:</u> City of Huntsville	
By: _____ Authorized signature		By: _____ Authorized signature	
Name:	Brad Root	Name:	Bill Wavra
Date:		Date:	
Phone:	512-918-8841	Phone:	936-291-5454
Fax:	512-918-8843	Fax:	936-291-5404
E-mail:	Brad.root@sequeldata.com	E-mail:	bwavra@huntsvilletx.gov
Billing Special Instructions:			
SPS Representative			
Name:	Brad Root	Fax:	512-918-8843
Phone:	214-773-4363	E-mail:	Brad.root@sequeldata.com
Address:	11824 Jollyville Rd, Suite 400		
City, State, Zip:	Austin, Texas 7875.09		
SPS Signature:	_____		
	Date _____		

PROJECT COMPLETION FORM

SPS Project ID: SPS-BR4102014

Project Description: VMware Deployment Assessment

Client Company Name: City of Huntsville

Period of Performance:

Deliverables/Time Reporting

The initialed items below are the only valid, billable entries to your time sheet for this project. All additions to this list must be accompanied by a signed PCR from. All work items must be initialed by both the Customer Signatory and the performing engineer; this includes the date of completion. When all work is complete the Customer Signatory and Project Manager/SE will sign indicating the Project is completed, along with the date of completion.

Project Deliverables (reference SOW)	SE Init.	Customer Init.	Date Completed
VMware Deployment Assessment			
VMware Optimization			
VMware Backups			

Project Completion Date:

SE (printed): _____ **SE Signature:** _____

Customer/End-User Signatory (printed): _____

Customer Signature: _____

Name of whom should fill survey: _____ **Email address:** _____

Customer Comments: _____

Project Manager (printed): _____ **PM Signature:** _____



CITY COUNCIL AGENDA

10/14/2014

Agenda Item: 4g

Item/Subject: Consider renewal of annual contracts for phone and data services.

Initiating Department/Presenter: Information Technology

Presenter: Chris Vasquez, IT Director

Recommended Motion: Move to approve renewal of annual contracts for phone and data services.

Strategic Initiative: Goal #4 - Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: The City of Huntsville IT Department manages phone and data service contracts from SuddenLink Communications and Verizon Wireless.

SuddenLink Communications provides Internet services to City staff and Library patrons, a leased line to the Statue and Visitor Center, and backup leased lines from City Hall to Municipal Court and the Service Center. Estimated annual costs are \$30,000 per year. This agenda item proposes services for a period of three years.

Verizon Wireless has been the City's cellular carrier for the past three years and includes cell phone and air card services. Currently, the City has a total of 92 cellular phones and 57 air cards. Estimated annual costs for Verizon cellular services are down from \$67,000 in 2012 to \$61,491. This agenda item proposes services for a period of three years.

Previous Council Action: Verizon cellular and SuddenLink services were last approved by Council on 10/16/12.

Financial Implications:

☐ There is no financial impact associated with this item.

☒ Item is budgeted (Verizon): All departments-55195 In the amount of \$ 59,418

☒ Item is budgeted (Verizon): 101-640-55034 In the amount of \$ 26,000

☒ Item is budgeted (SuddenLink): 101-640-55034 In the amount of \$ 24,000

☒ Item is budgeted (SuddenLink): 663-881-55034 In the amount of \$ 2,500

☒ Item is budgeted (SuddenLink): 663-882-55034 In the amount of \$ 3,000

☒ Item is budgeted (SuddenLink): 101-883-55034 In the amount of \$ 1,320

Approvals: ☐ City Attorney ☐ Director of Finance ☐ City Manager

Associated Information:

- N/a





To: Mayor and City Council
From: Matt Benoit, City Manager
Subject: Agenda Item #5a, Proposed Resolution 2015-02
Date: October 10, 2014

I am providing this separate cover memo to explain for you in greater detail the Resolution provided to accomplish several items related to the Safe Routes to School Project. The agenda item description is long and somewhat complex. So, I wanted to give this issue its own separate explanation.

I want to assure you that I worked in close contact with the City Attorney and City Secretary to craft this Resolution. I'll explain in much greater detail, but here are the important points:

1. There are four major things that need to happen with item #5a, all of which are interrelated and interdependent. Resolution #2015-02 accomplishes all of them and avoids the need for five or more different motions.
2. We received what I believe is a legitimate bid from a competent contractor to complete the Safe Routes to School Project. This issue has lingered long enough for the community, and Resolution #2015-02 will restart, and in all likelihood, complete the project.
3. For the sake of completing the project timely, and because we have an irregular meeting schedule through the balance of October and into November, the two readings requirement is recommended for suspension.

For those that may wish greater detail:

- This item contemplates awarding a construction contract. The City Charter at Section 14.14 states, "The Council may award contracts only at regular meetings of the Council except in the event of grave public emergency or calamity." Section 3.01 of the City Council's Rules of Procedure states, "The City Council shall conduct regular sessions generally on the first (1st) and third (3rd) Tuesday of each month." In order to address the charter provision, there is language in the Resolution identifying October 14 as a regular meeting as defined by your Rules of Procedure. If you are uncomfortable with this determination, October 14 will be treated as a first reading and we will need to convene a meeting on October 21 to conduct the second reading. There may be monetary consequences (described below) with delaying approval of the agreement on October 21.

- The bonding company (Continental Casualty) is paying the City liquidated damages at a rate of \$650 per day. Those damages continue through the period of time when the Council is approving the Tender Agreement. Representatives of the bonding company have voiced concerns about the expediency with which the Council is being asked to approve the Tender Agreement (i.e., they wish it done faster). I am not convinced and have received no assurance they will continue to pay liquidated damages through October 21. I want to make clear the bonding company has been prompt and professional in their dealings. I do not wish to begin a dispute over \$4,550 (even though I believe they would owe us that sum if the contract award was delayed). For that reason, I am recommending the Council suspend the second reading rule and approve the contract on October 14 and avoid the issue of additional liquidated damages owed.
- Per the City's Finance Policies, the 2014-2015 Budget will need to be amended to recognize the additional revenue from the bonding company in the amount of \$502,818.50. Because the budget is adopted by Ordinance, it must be amended by the same. However, without the Budget Amendment, I have no authority to enter into the Tender Agreement or sign the construction contract. As such, the Budget Amendment Ordinance is being approved (as an attachment) to the Ordinance.

As always, if you have any questions about this or any other item on the agenda for October 14, please do not hesitate to contact me.



CITY COUNCIL AGENDA

10/14/2014

Agenda Item: 5a

Item/Subject: Consider adopting Resolution 2015-02, authorizing the City Manager to enter into a Tender Agreement with Continental Casualty Company to fulfill the Performance Bond requirements of the Construction Contract between Legends Landscape, LLC and the City of Huntsville on Safe Routes to School (SRTS) Project 09-01-01, awarding the construction contract to Encino Landscape, LLC to complete the SRTS project construction, adopting Ordinance 2015-02 for the budget amendment for the same, and suspending the Rules of Procedure requiring a second reading.

Initiating Department/Presenter: Engineering

Presenter: Y. S. "Ram" Ramachandra, City Engineer

Recommended Motion: Move to adopt Resolution 2015-02, authorizing the City Manager to enter into a Tender Agreement with Continental Casualty Company to fulfill the Performance Bond requirements of the Construction Contract between Legends Landscape, LLC and the City of Huntsville on Safe Routes to School (SRTS) Project 09-01-01, awarding the construction contract to Encino Landscape, LLC to complete the SRTS project construction, adopting Ordinance 2015-02 for the budget amendment for the same, and suspending the Rules of Procedure requiring a second reading.

Strategic Initiative: Goal #4 - Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: In the fall of 2009, the City Council passed a resolution authorizing City staff to apply for five (5) Safe Routes to School (SRTS) program grants offered by the Federal Highway Administration (FHWA) through the Texas Department of Transportation (TxDOT). The purpose of the grant application was to fund design and construction of sidewalks in the vicinities of Scott Johnson Elementary, Huntsville Intermediate, Mance Park Middle and Sam Houston Elementary Schools. The City accepted the awarded grants and executed the required agreements with TxDOT in January 2011.

Upon completion of the project design, the City bid the project for construction during March 2013. Four (4) bids were received during that bidding. After review of the bids and verification of references, the construction contract was awarded to Legends Landscapes, LLC, Lexington, TX for in the amount of \$1,342,072.75 on May 21, 2013. Construction contract period was specified as 300 working days (working days is mainly Monday through Friday and excludes Saturdays, Sundays and certain National holidays). Notice to Proceed with construction was issued to Legends Landscapes, LLC effective August 21, 2013. Anticipated completion of the project construction was by end of October 2014.

On August 20, 2014, Legends Landscape notified the City through an email that they were unable to complete the project and asked the City to pursue the project completion by contacting their Surety, Continental Casualty Company, who had provided Performance Bond for this project. The City took appropriate notifications and actions in compliance with the construction contract and TxDOT requirements and officially terminated Legends Landscape, LLC.

By the time Legends Landscape went default on the project on August 20, 2014:

- a. Approximately 57% of the project was complete.

- b. The contract amount was increased from \$1,342,072.75 to \$1,354,717.68 due to approval of two (2) minor Change Orders totaling to \$12,644.93. (This increase in contract amount due to Change Orders will also be funded by TxDOT)
- c. Legends Landscapes was paid a total amount of \$772,901.18 for the job completed up to the default date.
- d. Balance contract amount is \$581,816.50 (This is the difference of \$1,354,717.68 and \$772,901.18).

To move forward with completing the project construction from where it is left out at the time of Legends Landscape's default, Performance Bond requirements allow one of the following two actions, at Continental Casualty Company's (Surety's) expense:

1. Continental Casualty Company (Surety) selects a qualified contractor, with the consent of the City, and completes the project by overseeing the selected contractor's work itself or through its agents. Also, Continental Casualty Company (Surety) pays the City for liquidated damages for the number of working days over the original contract days at the specified rate of \$685/working day until the project is fully complete. Continental Casualty Company (Surety) oversees the selected contractor and will be responsible for ensuring the completion of the project to the requirements of contract specifications. This method is generally termed as ***"Take Over by Surety"***.
2. Continental Casualty Company (Surety) obtains bids from the qualified contractors, selects a contractor and accepts its bid with the City's concurrence, arranges preparing and executing a contract between the selected contractor and the City, pays for the selected contractor's performance and payment bonds, pays the City for original contractor's (Legend Landscapes) incomplete and/or defective work, pays the City for difference in cost of the balance contract amount and the amount bid by the selected contractor and pays the City for liquidated damages. In this method, the City will directly oversee the selected contractor's work. This method is generally termed as ***"Tendering to the City."***

In ***"Tendering to the City"*** action, Continental Casualty Company (Surety) and the City will sign a "Tender Agreement" for:

- i. Continental Casualty Company (Surety) to pay for the difference in cost of the balance contract amount and amount bid by the selected contractor.
- ii. Continental Casualty Company (Surety) to pay for the liquidated damages for the delay in completion of the project.
- iii. The City to release the Continental Casualty Company (Surety) from the Performance Bond requirements, except for paying qualified unpaid bills and invoices from vendors and subcontractors who supplied materials and services to Legends Landscape.
- iv. The City to take responsibility of managing/administering the construction contract to its full completion.

The City has the discretion to select either of the two actions, ***"Take Over by Surety"*** or ***"Tendering to the City"***, that is deemed fit in the City's best interest. For the main reason of having a more direct control over the construction project, the staff recommends ***"Tendering to the City"*** action and signing the Tender Agreement with Continental Casualty Company (Surety).

Continental Casualty Company (Surety) took timely measures to seek bids from the contractors for

completing the remaining scope in the project construction. Continental Casualty Company (Surety) hosted a pre-bid conference on September 9, 2014. In addition to bidding for the remaining items / quantities to be completed in the project, potential bidders were asked to include a price in their bids to address all unfinished items (such as rubbing of concrete wall, backfilling behind the retaining walls, cleaning-up, etc.) in areas where Legends Landscape has completed the work but has failed to meet the full construction specifications.

In addition to the efforts made by Continental Casualty Company (Surety) in soliciting bids from the contractors, the City also notified local contractors and the contractors who worked on previous City projects encouraging them to participate in this bidding. Two contractors provided the bids to the Continental Casualty Company (Surety). ***Encino Landscape, Inc., Cleveland, TX is the low bidder with a bid amount of \$990,790.*** Encino Landscape is seeking 124 working days to complete the project. The other bidder is Dudley Construction, College Station, TX with a bid amount of \$1,010,132.88. No local contractor bid the project.

The City determined Encino Landscape bid to be a low responsible bid based on the discussions with the owner of Encino Landscape and on verifying the references on past projects completed by Encino Landscape.

Encino Landscape has indicated to the City that they would be providing at least two (2) construction crews, each crew consisting of 6 to 7 workers, to work on the project. Encino Landscape has also indicated that they have the capability to add a third crew should the necessity arise to keep up with the schedule and to maintain least inconvenience to the residents during construction. Also, Encino Landscape is aware of and has agreed to the City's requirement to first work and complete remaining items in areas where Legends Landscape has constructed the sidewalk but failed to meet the specifications (such as, backfilling behind retaining walls, etc.) before beginning sidewalk construction in new areas.

To the City's request for references on relevant similar construction projects, Encino Landscape provided nine (9) references for their recently completed projects. Contract amounts of these completed projects ranges from \$500,000 to \$2,900,000. The City succeeded in contacting seven (7) references and obtaining input on Encino's performance on their respective construction projects. All 7 verified references were TxDOT or TxDOT funded projects involving construction of sidewalks and ADA ramps. All 7 references provided highly positive feedback on Encino's performance on the projects, with regards to quality of construction, managing construction and timely completion. Also, Encino Landscape has successfully completed a sidewalk construction project for the City during 2009 (Approximate contract amount \$125,000). Based on these facts, staff has no hesitation in recommending award of the contract to Encino Landscape to complete SRTS construction project.

As required by the "***Tendering to the City***" action, Continental Casualty Company (Surety) is responsible for the following:

- a. To meet the cost difference between the Encino Landscape bid amount of \$990,790 and the balance amount of \$581,816.50 in the Legend Landscapes' contract. This cost difference is ***\$408,973.50.***
- b. Liquidated Damages for 137 working days (*124 working days for Encino Landscape to complete the project + 13 working days from the date original 300 contract days ended on October 28, 2014 to the anticipated construction begin date of November 17, 2014 by Encino Landscape*). At \$685/working day, Liquidated Damages amounts to ***\$93,845.***

Staff recommends authorizing the City Manager to sign a Tender Agreement with Continental Casualty Company (Surety) and awarding the construction contract to Encino Landscape, LLC for an amount of

\$990,790 to complete the SRTS sidewalk project. A budget amendment ordinance is included in the agenda item for the City Council approval to allocate the funds to be received from Continental Casualty Company (Surety) to the SRTS project account.

In the construction contract between Encino Landscape and the City, the conditions and specifications will remain the same as it was in the original contract with Legends Landscape. Encino Landscape will be providing a Performance Bond and a Payment Bond specific to their construction contract with the City. Also, the Liquidated Damage clause will continue in Encino Landscape's contract, at \$685/working day, should the contract period exceeds 124 working days.

As stated earlier, the construction contract period will be one hundred and twenty (124) working days from the date of Notice to Proceed (NTP). NTP will likely be issued during mid-November, after Encino Landscape provides necessary bonds and insurance, executes the contract and attends a pre-construction meeting. Anticipated completion of the project is by end of April 2015.

Previous Council Action: The City Council approved initial Advance Funding Agreements (AFAs) with TxDOT on November 12, 2009. The City Council awarded construction contract to Legends Landscape, LLC on May 21, 2013.

Financial Implications:

☐ There is no financial impact associated with this item.

☐ Item is budgeted:

☒ **Item is not fully budgeted:** A budget amendment to accept from Continental Casualty Company an amount of **\$408,973.50** for make up the deficit to award the construction contract to Encino Landscape AND an amount of **\$93,845** as liquidated damages.

☐ Item is estimated to generate additional revenue:

Approvals: ☒ City Attorney ☒ Director of Finance ☒ City Manager

Associated Information:

- Resolution #2015-02
- Tender Agreement with Continental Casualty Company (pages 4-11)
- Encino Landscape's bid (pages 12-14)
- Resolution 2015-02 (pages 15-16)
- Ordinance 2015-02 for budget amendment (page 17)
- Exhibit "A" of budget amendment ordinance (Page 18)

TENDER AGREEMENT

This Agreement is made, in duplicate, this 6th day of December, 2014 by and between The City of Huntsville, TX ("Owner") and Continental Casualty Company ("Surety").

RECITALS

WHEREAS, the Owner entered into a contract (the "Original Contract") with Legends Landscapes, LLC ("Principal") to perform the City of Huntsville Safe Routes to School project, CSJ 0917-27-038 ("Project");

WHEREAS, the Surety executed and delivered to the Owner a Performance Bond (No. 929565417) and a Payment Bond (No. 929565417) each in the penal sum of \$1,342,072.75 in connection with the Original Contract; and

WHEREAS, on May 22, 2014 the Owner requested and the Surety attended a pre-default meeting in regard to the performance of the Original Contract; and

WHEREAS, the Owner terminated the Principal for default on September 15, 2014 under the Original Contract and demanded that the Surety perform its obligations pursuant to the Performance Bond and Owner complied with all notice requirements; and

WHEREAS, the Surety desires to effect completion of the Original Contract, to preserve continuity of performance, and to expedite completion of the Project; and

WHEREAS, the Surety is ready, willing and able to perform its obligations under the Performance Bond and Payment Bond in accordance with the terms of this Agreement; and

WHEREAS, the Owner and the Surety desire to enter into this Agreement pursuant to its terms.

NOW THEREFORE, in consideration of the payment to be made and the mutual covenants, conditions and agreements set forth below, the Owner and the Surety agree as follows:

1. The Surety hereby tenders and the Owner hereby accepts the Completion Contractor, Encino Landscape, Inc. ("Completion Contractor"). It is understood that the Owner and the Completion Contractor shall enter into an agreement to fully perform all the work remaining in the Original Contract in accordance with the Completion Contractor Bid dated September 16, 2014 and Original Contract documents (the "Completion Contract"). The amount of the Completion Contract shall be \$990,790.00. The Completion Contractor shall furnish to the Owner a performance bond in the full sum of its lump sum bid and a payment bond in the full sum of its lump sum bid within fourteen days of the execution of the Completion Contract.

2. The Owner and the Surety agree that the following represents agreed upon additions and deletions from the Original Contract amount, per Original Contractor Pay Estimate 12 (the "Contract Balance")

- | | |
|---|----------------|
| a. The authorized amount of the Original Contract including all approved change orders (additions and deletions) is the sum of: | \$1,354,717.68 |
| b. The Principal has been paid the sum of: | \$772,901.18 |

c. The Contract Balance, defined as the unpaid contract amount is: \$581,816.50

The Owner recommits the Contract Balance to the Completion Contract.

3. The deficit between the Contract Balance (\$581,816.50) and the Completion Contract (\$990,790.00) is \$408,973.50. Additionally, the Completion Contractor anticipates one-hundred thirty-seven days to complete the Completion Contract, at a liquidated damages rate of \$685/day per the Original Contract, resulting in \$93,845.00. Therefore, the Surety agrees to remit to the Owner, upon execution of this Agreement, the sum of \$502,818.50.

4. In the event of any default by the Completion Contractor under the terms of the Completion Contract, the Owner agrees to make demand and look solely to the Completion Contractor and the Completion Contractor's performance bond and payment bond for performance of the Completion Contractor's obligations, and the Owner agrees that it shall make no demands upon the Surety for work performed by the Completion Contractor.

5. In the exchange for the payment referred to in Paragraph 3 herein, the Owner, expressly and unconditionally releases, acquits and forever discharges the Surety and its agents, employees, predecessors, successors, sureties, attorneys, consultants, insurers, reinsurers and corporations affiliated with them, from any and all claims, whether known or unknown, demands, or suits of whatever kind or nature, now or in the future, arising out of or in any way connected with the Performance Bond, Project, Original Contract or the obligations of the Principal or the Surety to complete the Original Contract or Completion Contract, excluding claims against the Owner by or on account of subcontractors, materialmen, vendors, suppliers and/or laborers of the Principal per the terms of the Payment Bond. Additionally, the payment

referred to in Paragraph 3 excludes any claims made by the Completion Contractor against the Owner for allegations of latent defects due to the work of the Principal.

6. In the event that the Completion Contractor submits a claim to the Owner for an alleged latent defect due to the prior work of the Principal, the Owner will give notice of such claim to the Surety within 10 business days, along with a copy of the evidence in support of the claim. The Surety reserves the right, in a timely fashion upon receipt of the required notice, to call a meeting with representatives of the Owner and the Completion Contractor, at the job site or at a mutually convenient time and place, to inspect and review the claim of latent defect. Any agreement or resolution made in regard to a claim of latent defect must be made in writing and signed by both the Owner and the Surety.

7. The Owner agrees that the total liability of the Surety under this Agreement and under the Performance Bond is limited to and shall not exceed the bond penalty of the Performance Bond. All payments made by the Surety for performance of the work, payment of damages or otherwise, including the payments set forth in Paragraph 3 herein, shall be credited against the bond penalty of the Performance Bond. Nothing in this Agreement constitutes a waiver of such a bond penalty, or an increase in liability of the Surety under the Performance Bond.

8. The Surety acknowledges and agrees that its obligation under the Payment Bond to pay lawful claims of or on account of subcontractors, materialmen, vendors, suppliers and/or laborers of the Principal shall continue to remain in full force and effect in accordance with its terms, subject to any rights and defenses available to the Surety. It is expressly agreed that the Payment Bond shall not apply to or cover any claims, of whatever kind or nature, for any

subcontractors or labor used or material delivered to the Project after the date of the termination of the Principal's Original Contract.

9. The Owner and the Surety agree that the Surety shall have the sole and unfettered discretion to settle, compromise, dispute or otherwise resolve claims of subcontractors, materialmen and laborers under the Payment Bond. The Owner agrees to cooperate with the Surety in providing any information that the Surety believes may be relevant to the resolution and investigation of claims.

10. The Surety agrees to indemnify and hold the Owner harmless from any claim by the Principal that the Principal is entitled to all or a portion of the unpaid Contract Balance recommitted under paragraph 2 of this Agreement and any alleged damages as a result thereof.

11. Any Notices given by the Owner or the Surety under this Agreement shall be addressed as follows:

As to the Owner:

Mr. Matt Benoit
City Manager
City of Huntsville
1212 Avenue 'M'
Huntsville, TX 77340
Tel: (936) 291-5401
Fax: (936) 291-5409

As to the Surety:

Mr. Trey Felty
CNA Surety Claims
333 S. Wabash Avenue
Chicago, IL 60604
Tel.: (312) 822-1659
Fax: (312) 755-7276

12. It is understood that notwithstanding the fact that the Owner intends to enter into a contract with the Completion Contractor, this Agreement shall inure solely to the benefit of the Owner and the Surety and it is not intended to confer any rights or benefits on any third party, including subcontractors, suppliers and materialmen.

13. With the exception of the specific provisions of this agreement, the Owner and the Surety agree to expressly reserve their respective rights and defenses under the Original Contract, the Bonds, and applicable laws.

14. The Owner and the Surety warrant, represent and covenant that each has the authority to execute this Agreement and that the signatories to this Agreement are specifically authorized to sign such Agreement.

15. This Agreement represents the entire Agreement between the parties and may not be modified except by written Agreement executed by all parties to this Agreement.

16. This Agreement will be executed in counterparts and shall be effective when both the Owner and the Surety have executed the respective counterparts.

17. This Agreement shall be interpreted according to the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day
set forth on the first page of this Agreement.

Witness:

CITY OF HUNTSVILLE, TX

By: _____

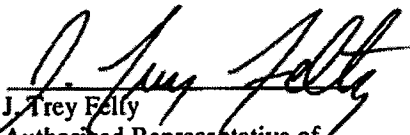
By: _____

Matt Benoit
Authorized Representative of
City of Huntsville, TX

Witness:

CONTINENTAL CASUALTY COMPANY

By: 

By: 
J. Trey Felty
Authorized Representative of
Continental Casualty Company



ENCINO LANDSCAPE, INC.

PO BOX 1096
CLEVELAND, TEXAS 77328
281-432-7922 FAX 281-659-2280

09/16/14

CNA SURETY
ATTN: Dennis Hammond
ATTN: Trey Felty

Re: HUNTSVILLE SAFE ROUTES TO SCHOOL

Dear Sirs,

Attached is the bid proposal requested by Mr. Dennis Hammond on the above mentioned project.
If you have any question you can contact me.

Sincerely,

Tom Johnson, Jr.
Owner
281-593-9118

HUNTSVILLE SAFE ROUTE TO SCHOOL
0917-27-038 THRU 041

ITEM	DESCRIPTION	UNIT	QUANTITY	REMAINING	UNIT PRICE	TOTAL
0104-2015	REMOVING CONC (SIDEWALKS)	SY	143	20	\$ 20.00	\$400.00
0104-0001	REMOVING DRIVEWAYS, ALL MATERIALS	SY	4920	2110	\$ 20.00	\$42,200.00
0105-2011	REMOVING STAB BASE & ASPH Pav(2"-6")	SY	1277	1101	\$ 10.00	\$11,010.00
0110-0001	DITCH CLEANIN G& RESHAPING (FOOT)	LF	1424	935	\$ 10.00	\$9,350.00
0162-2002	BLOCK SODDING	SY	10158	9568	\$ 5.00	\$47,840.00
0247-0001	HMAC PAVEMENT REMOVE/REPLACE	SY	105	105	\$ 75.00	\$7,875.00
0407-2001	TRENCH EXCAVATION PROTECTION	LF	717	255	\$ 10.00	\$2,550.00
0420-0001	PROP DRAINAGE STRUCTURE 1 (PMT INCLUDES ALL ITEMS)	LS	1	0	\$ 20,000.00	\$0.00
0420-0002	PROP DRAINAGE STRUCTURE 2 (PMT INCLUDES ALL ITEMS)	LS	1	0	\$ 20,000.00	\$0.00
0420-0003	PROP DRAINAGE STRUCTURE 3 (PMT INCLUDES ALL ITEMS)	LS	1	0	\$ 20,000.00	\$0.00
0420-0004	PROP DRAINAGE STRUCTURES 4 (PMT INCLUDES ALL ITEMS)	LS	1	0	\$ 20,000.00	\$0.00
0423-0001	PROP RET WALL, TYPE 1 (<2' HEIGHT)	LF	1286	262	\$ 80.00	\$20,960.00
0423-0002	PROP RET WALL, TYPE 2 (<2' HEIGHT <4')	LF	436	20	\$ 100.00	\$2,000.00
0423-0003	RETAINING WALL (PAVESTONE)	SF	1698	1698	\$ 40.00	\$67,920.00
0430-2065	CL C CONC FOR EXT STRUC(CULV)(2'-6'X6')	LF	5	5	\$ 4,000.00	\$20,000.00
0450-2076	RAIL (HANDRAIL)(TY E)	LF	102	22	\$ 200.00	\$4,400.00
0464-2001	RC PIPE (CL III)(12IN)	LF	18	2	\$ 100.00	\$200.00
0464-2002	RC PIPE (CL III)(15IN)	LF	927	341	\$ 40.00	\$13,640.00
0464-2003	RC PIPE (CL III)(18IN)	LF	235	50	\$ 70.00	\$3,500.00
0464-2005	RC PIPE (CL III)(24IN)	LF	64	27	\$ 100.00	\$2,700.00
0465-2003	INLET(COMPL)(TY H)	EA	2	0	\$ 3,000.00	\$0.00
0465-2005	MANH (COMPL)(TYM)	EA	4	2	\$ 4,000.00	\$8,000.00
0465-2111	INLET (COMPL)(TYC)(MOD)	EA	4	4	\$ 4,000.00	\$16,000.00
0466-2023	WINGWALL(FW-0)(HW=7FT)	EA	1	1	\$ 8,000.00	\$8,000.00
466-2329	WINGWALL (PW-1)(HW=6FT)	EA	1	1	\$ 12,000.00	\$12,000.00
0466-2332	WINGWALL (PW-1)(HW=7FT)	EA	2	2	\$ 15,000.00	\$30,000.00
0496-2002	REMOVE STR (INLET)	EA	3	3	\$ 2,000.00	\$6,000.00
0496-2005	REMOV STR (WINGWALL)	EA	1	1	\$ 2,000.00	\$2,000.00
0496-2007	REMOV TR (PIPE)	LF	481	51	\$ 10.00	\$510.00
0496-2032	REMOVE STR (ROCKWALL)	EA	1	0	\$ 1,000.00	\$0.00
0500-2001	MOBILIZATION	LS	1	1	\$ 87,000.00	\$87,000.00
0502-2001	BARRICADES, SIGNS & TRAFFIC HANDLING	MO	14	2	\$ 3,000.00	\$6,000.00
0549-2001	BIOGRADE ERSON CONT LOGS (8"DIA) INSTALL	LF	256	256	\$ 5.00	\$1,280.00

HUNTSVILLE SAFE ROUTE TO SCHOOL
0917-27-038 THRU 041

ITEM	DESCRIPTION	UNIT	QUANTITY	REMAINING	UNIT PRICE	
0549-2003	BIOGRADE ERSON CONT LOGS (12"DIA) INSTALL	LF	242	242	\$ 5.00	\$1,210.00
0506-2032	SANDBAGS FOR EROSION CONTROL (18")	LF	285	285	\$ 1.00	\$285.00
0506-2034	TEMPORARY SEDIMENT CONTROL FENCE	LF	380	280	\$ 1.00	\$280.00
0529-0001	CONC CUARB & GUTTER (TY I) SLOTTED CURB	LF	2148	543	\$ 30.00	\$16,290.00
0529-2004	CONC CUARB & GUTTER (TY II)	LF	70	100	\$ 35.00	\$3,500.00
0530-2010	DRIVEWAYS (CONC)	SY	6415	3632	\$ 60.00	\$217,920.00
0531-2004	CONC SIDEWALKS (6")	SY	288	10	\$ 60.00	\$600.00
0531-2019	CONC SIDEWALKS (4.5")	SY	10764	3851	\$ 45.00	\$173,295.00
0531-2005	CURB RAMPS (TY 1)	EA	1	0	\$ 2,000.00	\$0.00
0531-2006	CURB RAMPS (TY 2)	EA	1	0%	\$ 3,000.00	\$0.00
0531-2007	CURB RAMPS (TY 3)	EA	1	0	\$ 3,000.00	\$0.00
0531-2009	CURB RAMPS (TY 6)	EA	1	0	\$ 3,000.00	\$0.00
0531-2041	CURB RAMPS (TY 10)	EA	31	14	\$ 2,000.00	\$28,000.00
0531-0001	CURB RAMPS (SPECIAL TY 5 TRANSITION COMBINED WITH ONE TY 10 RAMPS)	EA	3	1	\$ 3,000.00	\$3,000.00
0531-0002	CURB RAMPS (SPECIAL TY 5 TRANSITION COMBINED WITH TWO TY 10 RAMPS)	EA	4	4	\$ 5,000.00	\$20,000.00
0531-0003	DETECTABLE WARNING PAVERS(NON-RAMP LOCATIONS)	EA	21	1	\$ 400.00	\$400.00
0540-2001	MTL W-BEAM GD (TMPOST)	LF	65	65	\$ 40.00	\$2,600.00
0636-0001	FURNISH&INST "YIELD HERE TO PEDESTRIANS" SIGN WITH FLASHING YELLOW LIGHTS (R1-5A COMPLETE IN PLACE	EA	2	2	\$ 5,000.00	\$10,000.00
0666-2041	REF PAV MRK TY 1(W)12"(SLD)(FOR X WALK)	LF	1757	1757	\$ 25.00	\$43,925.00
0666-2098	REF PAV MRK TY 1(18"(YLD TRI)(090MIL)	EA	16	16	\$ 150.00	\$2,400.00
668-2105	PREFAB PAV MRK TY C(W)24"(SLD)(FOR STOP BAR)	LF	230	230	\$ 25.00	\$5,750.00
	RUB CONCRETE WALL	SF	1000	1000	\$ 8.00	\$8,000.00
	CLEAN-UP BACK FILL WALLS AND SIDEWALKS	LS	1	1	\$ 20,000.00	\$20,000.00
	TOTAL					\$990,790.00
	[Also we are going to need 60 additional working days on the project for a total of 124 days.]					

RESOLUTION NO. 2015-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A TENDER AGREEMENT WITH CONTINENTAL CASUALTY COMPANY TO FULFILL THE PERFORMANCE BOND REQUIREMENTS OF THE CONSTRUCTION CONTRACT BETWEEN LEGENDS LANDSCAPE, LLC AND THE CITY OF HUNTSVILLE ON SAFE ROUTES TO SCHOOL (SRTS) PROJECT 09-01-01, AWARDING THE CONSTRUCTION CONTRACT TO ENCINO LANDSCAPE, LLC TO COMPLETE THE SRTS PROJECT CONSTRUCTION, ADOPTING ORDINANCE 2015-02 FOR THE BUDGET AMENDMENT FOR THE SAME, AND SUSPENDING THE RULES OF PROCEDURE REQUIRING A SECOND READING.

WHEREAS The City of Huntsville, Texas awarded a construction contract on May 21, 2013 for the Safe Routes to School Project to a contractor who ultimately defaulted on said construction contract; and

WHEREAS By defaulting on the construction contract, the contractor has left sections of sidewalk incomplete and in some cases in need of repair and/or additional work and the City has worked with the bond company to ensure completion of the project; and

WHEREAS The City of Huntsville wishes to enter into a Tender Agreement with Continental Casualty Company to complete the Safe Routes to School Project construction; and

WHEREAS The original purpose of the Safe Routes to School Project was to ensure safe pedestrian routes for children in Huntsville; and

WHEREAS The October 21, 2014 meeting of the City of Huntsville City Council will be used for the purpose of providing the annual State of the City Address and such has been publicly announced; and

WHEREAS October 14, 2014 is being used to conduct the regular and routine business of the City Council that would have otherwise occurred on October 21, 2014 and this has been publicly announced; and

WHEREAS The City Council wishes to award a construction contract to Encino Landscaping to ensure completion of the Safe Routes to School Project; and

WHEREAS The City Council wishes to waive Section 3.05 of its Rules of Procedure to ensure a timely award of construction and timely completion by Encino Landscaping.

NOW, THEREFORE, be it resolved by the City Council of the City of Huntsville, Texas, that:

Section 1: The above findings of fact are adopted by the City Council.

Section 2: The City Manager is hereby authorized to enter into a Tender Agreement with Continental Casualty Company and receive a sum of \$502,818.50 to complete the Safe Routes to School Construction contract.

Section 3: The City Manager is hereby authorized to award a construction contract to Encino Landscaping in the amount of \$990,790 to complete the Safe Routes to School project.

Section 4: October 14, 2014 is a regular meeting of the City Council in place of October 21, 2014.

Section 5: Section 3.05 of the Rules of Procedure is waived by the requisite two-thirds vote of the City Council.

Section 6: Ordinance No. 2015-02, attachment #1, is hereby approved.

PASSED AND APPROVED this 14th day of October 2014.

THE CITY OF HUNTSVILLE, TEXAS

Mac Woodward, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward, City Secretary

Leonard Schneider, City Attorney

ORDINANCE NO. 2015-02

AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE 2014-2015 ANNUAL BUDGET AND CAPITAL IMPROVEMENTS PROJECTS (CIP) BUDGETS, ORDINANCE NO. 2014-42 TO AMEND ADOPTED EXPENDITURES OF THE BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the 2014-2015 Annual Budget and CIP Budgets were adopted by Ordinance 2014-42 on September 16, 2014;

WHEREAS, various unforeseen circumstances affecting the City have presented themselves during the course of the fiscal year;

WHEREAS, the City Council considered the circumstances independently, deliberating appropriately on the associated revenues and expenditures and the overall impact on the general financial status of the City;

WHEREAS, pursuant to the laws of the State of Texas and the City Charter of the City of Huntsville, Texas, the City Council has determined that it will be beneficial and advantageous to the citizens of the City of Huntsville to amend the Capital Improvements Projects (CIP) budget as set forth herein; and

WHEREAS, this ordinance combines the independent Council actions into one budget amendment document;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, that:

Section 1. The findings set forth above are incorporated into the body of this ordinance.

Section 2. The Capital Improvements Projects budget is hereby amended to include the expenditures described in Exhibit "A" attached hereto and made a part of this ordinance as if set out verbatim herein.

Section 3. All ordinances of the City in conflict with the provisions of this ordinance are hereby repealed, and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4. Should any section, portion, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the force or effect of any other section or portion of this ordinance.

Section 5. The necessity for amending the budget for the Capital Improvements Projects, as required by the laws of the State of Texas, requires that this ordinance shall take effect immediately from and after its passage, as the law in such cases provides.

Section 6. This ordinance shall take effect immediately after its passage.

PASSED AND APPROVED on this the 14th day of October 2014.

THE CITY OF HUNTSVILLE, TEXAS

Mac Woodward, Mayor

ATTEST:

Lee Woodward, City Secretary

APPROVED AS TO FORM:

Leonard Schneider, City Attorney

Exhibit "A" of Budget Amendment Ordinance

**CIP Budget Amendments FY 14-15
October 10, 2014**

a.	Source:	funds from default contractor's Bonding company (CNA Surety)	\$502,818.50
	Increase:	Safe Routes to Schools Sidewalks Project	\$502,818.50
	Explanation:	<p>The original contractor on the Safe Routes to Schools Sidewalk project defaulted and the Surety (Continental Casualty Company) for the default contractor is required to ensure completion of the project and/or cover any costs beyond the original contract amount and liquidated damages (for going over the original contract period). The contract amount bid by the Completion Contractor (construction company hired to complete remainder of the project) exceeds the balance of the original contract by \$408,973.50. Liquidated damages amounted to \$93,845. This budget amendment is to increase the project budget by the amount that is being paid by CNA Surety to the covering increased cost in completion of the project and liquidated damages.</p>	